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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Exchange of Prisoners.

IT IS satisfactory to learn from Lord NEWTON'S statement in the House of Lords on Tuesday that our Government have already entered into negotiations with the German Government with a view to arranging a wide scheme of exchange. This is to follow generally the agreement recently concluded, without the knowledge of the Foreign Office, between France and Germany. That document, which is very long, does not appear to have been published here, but, according to the *Manchester Guardian* of Wednesday, it provides for the repatriation of all non-commissioned officers and men between the ages of forty-five and forty-eight, and of those between forty and forty-five who have three children living. This exchange is to be independent of numbers and grades; it is "all for all." Then there is the repatriation "head for head and grade for grade" of all non-commissioned officers and men who have been eighteen months in captivity. Officers are not to be repatriated, but to be interned in Switzerland. Invalids have been the subject of a previous agreement. Besides these provisions for military prisoners, there is an elaborate agreement as to civilians. It is not the least advantage of these direct agreements as to prisoners that they teach the belligerent Governments to negotiate—a lesson very necessary to learn when the sacrifice of life has become so common that it ceases to attract notice.

State Assistance for Housing Schemes.

IN A circular letter issued by the Local Government Board last July it was stated that the Government recognized that it would be necessary to afford substantial assistance from public funds to those local authorities who were prepared to carry through, without delay, at the conclusion of the war, a programme of housing for the working classes approved by the Board, but it was not then possible to indicate the form and extent of this financial assistance. It has now been determined that assistance will be given by the Treasury for approved schemes under Part III. of the Housing of the Working Classes Act, 1890, to be carried out as soon after the war as funds are available, or within a reasonable period thereafter; and it will take the form of a grant sufficient to relieve the local authority of 75 per cent. of the estimated annual deficit in the loan charges, assuming that the scheme is financed by loans spread over not less than seven years. The circular of the Local Government Board, dated 18th March, in which this is announced explains how this deficit is to be estimated, but into

that we need not enter. In special cases, particularly in agricultural areas, the grant may exceed 75 per cent. The President of the Local Government Board expresses the hope that the announcement will induce local authorities generally to proceed with the preparation of housing schemes without delay, but he emphasizes that the offer of substantial assistance is due only to the very exceptional circumstances of the national emergency. It is difficult in these exceptional circumstances to quarrel with any measures designed in the public interest which the Government advocate, but it is unfortunate that the proposed assistance may have the effect of making the provision of working-class houses by private enterprise impracticable. We may refer to some observations on the subject, *ante*, p. 323.

The Report on Bank Amalgamations.

THE REPORT of the Treasury Committee on Bank Amalgamations which was issued last week seems to mark an important advance in the State control of trade combinations. The progress of bank amalgamations in recent years is a matter of notoriety, and private banks have been almost extinguished, while the number of English joint stock banks has been largely diminished. Since 1871 the former have fallen from 37 to 6, and the latter from 106 to 34. The question has been brought to a head by the recent amalgamations of the National Provincial and the Union of London and Smiths Bank, and of the London County and Westminster and Parr's Bank, and the proposed amalgamation of the London City and Midland and London Joint Stock Bank. The Report dismisses very briefly the old type of amalgamation—the absorption of local banks by a larger and more widely spread joint stock bank—for this has practically done its work. The question now concerns the union of two or more large joint stock banks. Treating this first from the point of view of the necessity for such amalgamation, the Committee do not find that any such necessity is proved. In the present condition of banks in London and the largest towns, amalgamation does not mean an extension of area, nor any actual increase in lending accommodation, and firms requiring exceptionally large advances can obtain them by resorting to different banks. But the fact that further amalgamations are not a necessity does not, in the view of the Committee, justify State interference with the natural developments of trade. For this some substantial grounds of objection should be established.

Objections to Amalgamation.

SUCH GROUNDS have been suggested in (*a*) the writing down of bank capital; (*b*) the dangers of reduced competition; and (*c*) the danger of monopoly. As to the writing down of bank capital, it appears that this has in fact been the result of recent amalgamations. In the case of the Union of London and Smiths Bank there was a reduction of £9,000,000, or over 48 per cent., in the uncalled liability of the shareholders, and in the case of Parr's Bank a reduction of £1,770,000, or 17 per cent.; and in the proposed case of the London Joint Stock Bank it would be £9,000,000, or over 50 per cent.; while at the same time the ratio of paid-up capital and reserves to deposits has fallen since 1890 from 18 to 6 per cent. Thus "substantial benefits to shareholders are purchased at the expense of some of the security of depositors." As to reduction of competition, it appears that danger from this source is, in fact, apprehended, and the Committee have received representations from certain municipal corporations that banks vary very much in the facilities allowed, and that it is not in the national interest that large funds belonging to the public should be in the hands of a few companies. And representations on similar grounds have been made on behalf of the Stock Exchange and the Money Market. The question of monopoly is of the same nature, and it has been represented to the Committee that there is a real danger lest one bank, by the gradual extension of its connections, may obtain such a position as to attract an altogether preponderant amount of banking business:—

> "Any approach to a banking combine or money trust, by this or any other means, would undoubtedly cause great apprehension to all classes of the community, and give rise to a demand for nationalizing the banking trade. Such a combine would mean that the financial safety of the country, and the interest of individual depositors and traders, would be placed in the hands of a few individuals, who would naturally operate mainly in the interests of the shareholders."

And though there appears to be at present no idea of a money trust, yet the Committee contemplate that something approaching it might come into existence at a comparatively early date.

Recommendations of the Committee.

ON A careful review of all these considerations they conclude that the possible dangers resulting from further large amalgamations are material enough to outweigh the arguments against Government interference, and that, in view of the exceptional extent to which the interests of the whole community depend on banking arrangements, some measure of Government control is essential. Hence they recommend as follows:—

> "That legislation be passed requiring that the prior approval of the Government must be obtained before any amalgamations are announced or carried into effect. And, in order that such legislation may not merely have the effect of producing hidden amalgamations instead, we recommend that all proposals for interlocking directorates, or for agreements which in effect would alter the status of a bank as regards its separate entity and control, or for purchase by one bank of the shares of another bank, be also submitted for the prior approval of the Government before they are carried out."

This approval, it is suggested, should be given both by the Treasury and the Board of Trade, and there should be a special Statutory Committee set up to advise them, composed of one commercial and one financial representative, with power to appoint an arbitrator should they disagree. For an advisory committee the introduction of an arbitrator seems singular, but the chief interest of the Report is in the stand it makes against a possible money combine. This is, of course, only one instance of the general question of trade combinations, and the principle of administrative sanction is obviously capable of further developments.

The Objects Clause in a Memorandum of Association.

THE INGENUITY of the draftsman is always on the alert to meet the difficulties caused by modern financial and statutory complications, and nowhere has it been exercised with greater pertinacity than in the objects clause of a memorandum of association. In fact, there are comparatively few things that a company wants to do, and substantially it gets all the powers that it wants when its main purposes are defined. But there are many things which by possibility it may want to do, and though the statement of the main purposes would no doubt carry all usual business powers, yet those who are interested in companies like to have every power, whether likely to be required or not, expressly stated. Hence the gradual evolution of the modern objects clause which runs in its paragraphs through all the letters of the alphabet and then perhaps proceeds part way through a new alphabet by doubling them. In *Re Kingsbury Collieries and Moore's Contract* (1907, 2 Ch., p. 267) KEKEWICH, J., noted with some surprise that the memorandum before him only got as far as (*k*). There was no express power to sell land, and this abbreviation of the usual clauses led to doubt as to the company having the power. It was held that it had, because a commercial company has such powers as are expressly or impliedly warranted by its constitution. The litigants in that case would seem to have purchased for the company world in general a judicious shortening of the memorandum; but such was not in fact the result. Rather the case was an incentive to leave nothing to chance. In *Re Anglo-Cuban Oil, &c., Co.* (60 SOLICITORS' JOURNAL, 282; 1917, Ch. 477), the memorandum ran to thirty paragraphs, but there was still room for arguing that the particular operation there in question—an underwriting of shares—was *ultra vires* as not being really ancillary to the main purposes. But here again the ingenuity of the draftsman had anticipated the doubt, and had provided that each paragraph should be read as independent and not ancillary, and the Court of Appeal, affirming NEVILLE, J., held that this was effective. But Lord COZENS-HARDY, M.R., deprecated the modern practice:—

> "The memorandum of association, to which I must call attention, seems to me to be a very bad specimen of what, I think, is a very bad practice which has grown up of recent years. When I was young at the Bar the memorandum of association of very large

companies, as well as of smaller ones, contained very few special objects. There was one object or possibly two objects stated, and then a few general words, 'together with the other objects conducive,' or 'similar thereto,' or words to that effect."

The Power of the Companies Registrar to Check Diffuseness.

THIS CASE has now been to the House of Lords—*sub nom. Cotman* v. *Brougham* (*ante*, p. 534)—and the decisions below have been affirmed. On the construction of the memorandum the power of underwriting shares was conferred on the company. The question was raised whether a memorandum which stated a number of objects not really ancillary to the main purposes of the company complied with section 3 of the Companies Act, 1908, under which the memorandum must state "the objects of the company." But their lordships held that this could not be gone into, since the certificate of incorporation was conclusive as to all the requirements of the Act having been complied with. It appears to have been suggested that the registrar might properly refuse registration of such a memorandum, and that, failing this, the Companies Act might require amendment. Our correspondent, Mr. E. T. HARGRAVES, informs us that he has inquired of the Companies Registrar what course he proposes to adopt, and the reply is that, as at present advised, he is not prepared to refuse to accept for registration a memorandum of association in a form similar to that of the company in question. We are not surprised at this reply, for the registrar has no guidance furnished him by the statute, and if he attempted to discriminate between various forms of memorandum he would, we imagine, find himself in great difficulties. And we are afraid similar difficulties will beset any attempt to cut down the memorandum by statute. But the Companies Committee, which, we believe, is now sitting, might try. Probably the most practical remedy is the conversion of company draftsmen to a conciser mode of expression.

Causa Proxima Once More.

AN INTERESTING illustration of a subtle principle is afforded by *Lobitos Oil Fields* (*Limited*) v. *Admiralty Commissioners* (*Times*, 28th ult.), which came before the Divisional Court on a special case stated by the Admiralty Transport Arbitration Board. Where an attempt is made to fix legal liability for loss on a tort-feasor or an insurer, it is necessary to shew that the defendant is responsible for the *causa proxima* of the loss, and not merely for some one of many causes which have contributed to produce it. In other words, the agency for which he is responsible in law must be the last cause of those without which the loss would not have occurred. If a *novus casus interveniens* arises subsequently to the alleged cause and prior to the loss, then that *novus casus*, not the original cause, is the *causa proxima* of the loss, and its sponsor is the person liable to make good such loss. But if the *novus casus* is not really new, if it is a natural and probable consequence of the original cause, then the latter still remains the *causa proxima*, notwithstanding the subsequent intervention of a new cause. All this sounds very abstract, but the leading recent case will help to make it clear. In *Leyland Shipping Co., Ltd.*, v. *Norwich Union Fire Insurance Co., Ltd.* (1918, A. C. 350), a British ship was torpedoed near Havre by a German submarine. With the aid of tugs she managed to reach a quay in the outer harbour, but grounded as the result of her injuries and eventually sank. Was the torpedo the *causa proxima* of the sinking of the ship, and the grounding simply a natural and probable consequence of the torpedoing? If so, the agency of the loss was an "act of the King's enemies," for which the Government were responsible as insurers. But if, on the other hand, the subsequent grounding was a real *novus casus interveniens*, without which the accident would not have occurred, then the grounding was the *causa proxima* of the loss—*i.e.*, the loss was due to a "peril of the sea," for which the underwriters were liable. The House of Lords took the former view, for the chain of causation really is not severable—the grounding is only one practically inevitable link in the chain of which the torpedoing was the first link. Exactly the same problem arose in the *Lobitos Oil Fields case* (*supra*). Here a ship, for which the Government and underwriters were responsible for enemy acts and perils of the sea respectively, was torpedoed off the coast of Ireland; she became entirely helpless, and two tugs took her in charge, but gave up their task owing to stormy weather, with the result that she sank. Now, if her sinking was imputable to the torpedo as *causa proxima*, and the subsequent storm was merely a link in one undivided chain of causation—not a true *novus casus interveniens*—then the loss was due to "act of the King's enemies," not to a "peril of the sea," and the underwriters were not liable, but the Admiralty were. This view of the case the Divisional Court, in fact, adopted, and it seems clearly the right one.

Coroners and Their Juries.

ONE PROPOSAL of the new Jury Bill (*ante*, p. 530) seems of doubtful wisdom, namely, that which cuts down to very narrow limits a coroner's duty to summon a jury. As a matter of fact, where fatal accidents occur it is a great protection to the public to have a full inquiry before a jury who represent the popular point of view. Coroners, with the best of intentions, are in danger of taking official views, for they are themselves officials, and in these matters official views are apt to be narrow. In Scotland, until recently, there were no coroners' inquiries; the procurator fiscal investigated privately every case of an unexplained or accidental death. This was not satisfactory in the case of fatal accidents, and gradually the English system of a jury inquiry has been introduced, first where the accident occurred in the course of a workman's employment, and afterwards in a wider class of cases. Moreover, we gather from some remarks made by Dr. WALDO, the City Coroner, recently, that in cases where the verdict is either suicide or insanity, a jury is a useful protection against the displeasure of relatives.

Military Tribunals and Privilege.

A QUESTION of great interest came before Mr. Justice SANKEY in *Co-Partnership Farms* (*Limited*) v. *Harvey-Smith* (*Times*, 9th ult.). Is a statement made by any member of a Local or Appeal Tribunal, or by any party to a proceeding before such tribunal, if such statement is made in the course of the hearing, absolutely privileged or not? If absolutely privileged, no action for slander will lie against the utterer of the words used, no matter how malicious they may be. If not absolutely privileged, then the words are merely uttered on a "privileged occasion," the effect of which is that the privilege can be rebutted by proof of express malice, and the latter question is an issue of fact which must be left to the jury. The distinction between the two classes of privilege is one of very considerable importance.

Now, to begin with, it is necessary to draw once more a distinction, often referred to in these columns, between a military tribunal when dealing with the application of a conscript, and the same body when dealing with the similar application of an attested man. In the latter case, the tribunal is acting as the mere agent of the Army Council, and not as a statutory body; in the former case it is performing a statutory duty imposed on it by the Military Service Acts: *Rex* v. *Huntingdon Tribunal* (1916, W. N. 188). This distinction holds good even although the applications of "conscripts" and of "attested" men are in fact tried in any convenient order at the same hearing, or they may even be dealt with together, by consent of all parties, where the same employer is concerned or the same point raised. Indeed, until recently the former proceedings were governed by instructions issued by the Army Council, the latter by statutory Regulations of the Local Government Board. The new Regulations of the Local Government Board, made under the new Military Service Act, seem to abolish this distinction for procedural purposes and to govern both classes of cases (see section 8 (2) of these Regulations), but the principle cannot be affected. The practical result of this curious, but accidental, distinction seems to be that proceedings before a tribunal dealing with the case of an attested man are not legal or judicial proceedings at all, and no question of privilege can arise in con-

nection with them. This, indeed, was decided in the course of a recent *nisi prius* action for damages, not, we believe, reported, brought against an applicant who had made defamatory statements in the course of his case.

The question of "absolute privilege," therefore, can only arise in the case of a conscript's application made, as it is, under the Military Service Acts to a statutory tribunal entrusted with public duties by these Acts. In this case, too, the ground of principle on which the point must be decided is reasonably clear. It depends on whether the tribunal is a true "court of law," or a mere "administrative" body exercising functions which are not judicial, in the full sense of that term, but discretionary. In the former case, the rules of the common law which govern the action of all judicial bodies, including the rule which establishes the absolute privilege of all acts done or things said in the course of judicial proceedings, clearly protect the proceedings at a tribunal; in the latter, no such common law rules apply: *R.* v. *Local Government Board, Ex parte Arlidge* (1915, A. C. 120); *Dawkins* v. *Lord Rokeby* (L. R. 7 H. L. 744). The question, therefore, is whether a statutory military tribunal is or is not a judicial body.

The point is not so easy to decide as one might think. One must select the nearest analogy to be found among similar authorities of an older growth, and see whether such analogous body is or is not "judicial" for this purpose. Obviously the nearest analogy is the case of justices of the peace in sessions. Here you have men, holding a commission from the Crown, nominated by the Crown, performing without payment important public duties of a local kind, hearing cases with all the methods of a judicial inquiry. We cannot find anything much more like the local and appeal tribunals; indeed, petty and quarter sessions would almost seem to be the model of these two classes of tribunals. So we turn hopefully to the cases on magisterial sessions to see if their proceedings have "absolute privilege." Alas! no help is in sight here. The justices have two sets of functions, judicial and administrative; sometimes they exercise one, sometimes the other; the former are privileged, but not the latter. Petty sessions were declared privileged in the leading case of *Munster* v. *Lamb* (11 Q. B. D. 588). A lunacy justice, acting under the Lunacy Act, 1890, is likewise privileged: *Hodson* v. *Pare* (1899, 15 T. L. R. 171). But licensing justices at licensing sessions are a mere administrative body, whose proceedings have none of this sacro-sanctity: *Attwood* v. *Chapman* (1914, 3 K. B. 275). Nor has a county council, when acting as licensing authority in respect of theatres and places of entertainment, any claim to be a "court" for this purpose: *Royal Aquarium* v. *Parkinson* (8 T. L. R. 352). So, for purposes of inference from analogy, all the cases affecting justices are but broken reeds to lean upon.

When we turn to other analogous bodies we find the same difficulty of conflicting cases. The Ecclesiastical Commissioners are a privileged judicial body when acting under the Pluralities Act, 1838: *Barratt* v. *Kearns* (1905, 1 K. B. 504). So are Official Receivers who deliver a report pursuant to their duty under the Companies (Winding-up) Act, 1890: *Bottomley* v. *Brougham* (1908, 1 K. B. 587). An Inspector of the Local Government Board, giving a decision on an appeal under the Housing and Town Planning Act, however, is not acting as a "court" nor bound by the "rules of natural justice" which bind a court: *R.* v. *Local Government Board, Ex parte Arlidge* (*supra*). So analogy does not carry us any further.

Thus we are forced to analyse the position of the tribunals under the Military Service Acts themselves, and to decide on common-sense principles whether their powers and functions are administrative or judicial in aspect. Now the tribunals have power to decide questions affecting the liberty of the subject. They hear evidence. The statements made before them are punishable as statutory offences (first Act of 1916, section 3). In fact, they behave just as courts behave. The natural inference is that they are courts, and that the "absolute privilege," which is the divinity that doth hedge a court, throws its protecting mantle round the proceedings of a local or appeal tribunal. And this was the view taken, for the reasons just given, by Mr. Justice SANKEY in the case on which we are commenting. It certainly seems the just and common-sense view.

Treaties and Peace Negotiations.

(*Continued from page* 547.)

THE ROUMANIAN TREATY.

4. The Preliminary Treaty between the Central Powers and Roumania, which was signed on 5th March, 1918; the final Treaty—the new Treaty of Bukarest—on 7th May. But before stating its effect it will be interesting to summarize the agreement made between Russia and Roumania, with the sanction of Great Britain and France, as the inducement for Roumania to enter the war on the side of the Allies. The formula of "no annexations" had not then been invented, and Roumania anticipated from the successful prosecution of the war a great increase of territory. Shortly put, she demanded that her territory on the north-west should be extended at the expense of Austria-Hungary by the inclusion of the Banat, Transylvania, and Bukowina; that she should be recognized as on the same footing as the Great Powers; and that the Allies should be bound to continue the war till her demands were realized. These demands—especially the annexation of the Serbian part of the population of the Banat and the last two points—were demurred to; but ultimately, it seems, all the demands were conceded. The treaty was signed on 18th August, 1916, and ten days later Roumania entered the war. It should be added that the natural expansion of Roumania was into Bessarabia, where a majority of the population is Roumanian, but circumstances then forbade this demand being made. This treaty, as Lord ROBERT CECIL stated in the House of Commons, is now put an end to by the conclusion of peace between Roumania and the Central Powers.

The events which led to the disappointment of Roumanian expectations form no part of this summary. The efficient cause, no doubt, was the withdrawal of Russia from the war, and the treaties with the Ukraine and Russia had their natural consequence in the treaty with Roumania. Naturally, too, that country, instead of securing an accession of territory, has had to consent to a diminution. Under the Preliminary Treaty she gave up the Dobrudja as far as the Danube, this being in part a restoration to Bulgaria of the territory taken after the second Balkan war, but a commercial route was to be maintained for Roumania via Constanza to the Black Sea; frontier rectifications were to be made in favour of Austria-Hungary; economic measures suitable to the situation were conceded in principle; and an extensive demobilization of the Roumanian army was to take place. The text of the final treaty was published in the *Times* of 9th May. This is made between Germany, Austria-Hungary, Bulgaria, and Turkey on the one hand and Roumania on the other, and by Art. 1 it declares in common form that the state of war is ended, and that the contracting parties are determined henceforth to live together in peace and friendship. Arrangements are made in detail for the demobilization of the Roumanian forces, and guns and ammunition are to remain under the control of the Central Powers until a general peace.

With regard to cession of territory, it is provided that Roumania cedes again to Bulgaria, with frontier rectifications, the Bulgarian territory in the Dobrudja which fell to her by virtue of the Treaty of Bukarest of 1913, and a map is attached shewing the exact extent of the frontier rectification; and a further portion of the Dobrudja up to the Danube to the north of the new Bulgarian frontier line is ceded to the Central Powers: that is, between the confluence of the stream and the Black Sea to the St. George branch of the river. Thus Roumania is cut off from the Black Sea, but the Central Powers "will undertake that Roumania shall receive an assured trade route to the Black Sea via Tchernavoda and Constanza." Then Roumania agrees that her frontiers shall undergo rectification in favour of Austria-Hungary, and the new frontier demarcation is shewn on the map.

No indemnities for war costs are to be paid, but special arrangements are to be made with regard to the settlement of damages caused by the war. Provision is made for the ultimate evacuation of the Roumanian occupied territories, but meanwhile the Central Powers are to maintain an army of occupation, and for the present railways, posts, and telegraphs will remain under military administration. As a general rule, the Roumanian Courts will resume their jurisdiction in the occupied territories to the full extent. The Central Powers will retain jurisdiction as well as power of police supervision over those belonging to the army of occupation. Punishable acts against the army of occupation will be judged by its military tribunals, as also offences against the orders of the occupation administration, and the army of occupation will be maintained at the expense of Roumania.

Part VI. of the Treaty deals in Arts. 24-26 with the navigation of the Danube, and as they have been made the foundation of a protest by the Allied Powers they are of special importance. Provision for a Commission to regulate the navigation of the Danube was made by the Treaty of Paris of 1856. This was in pursuance of the principle laid down in the final Act of the Congress of Vienna in 1815 that navigable rivers common to several States should be free, subject to the observance of equitable and uniform police regulations (Phillipson and Buxton, The Question of the Bosphorus and Dardanelles, p. 242). Accordingly Art. 15 of the Treaty of Paris provides as follows:—

> The Act of the Congress of Vienna having established the principles intended to regulate the navigation of rivers which separate or traverse different States, the contracting Powers stipulate among themselves that these principles shall equally in future be applied to the Danube and its mouths. They declare that its arrangement henceforth forms part of the protective law of Europe, and take it under their guarantee."

In pursuance of this Article the Danube Commission was established, first as the European Commission to execute certain specified work in clearing the mouths of the Danube, and then as the permanent River Commission. In the work just referred to it is said (p. 245) that the Danube Commission is an institution "unprecedented in international law and usage. It is a kind of European syndicate, enjoying practically full independence and exercising many functions attaching to sovereignty. Indeed, it possesses the status of international personality, and in many respects is in the position of an autonomous State. . . . Its legislative, executive, and judicial decisions are supported by the light vessels of the Powers stationed at the mouth of the Danube, which secure compliance therewith by the ships of their respective nationalities." Its neutrality was protected by the Treaty of London of 1871 by additional guarantees, and by subsequent treaties its authority has been renewed and enlarged.

Art. 24 of the new Roumanian Treaty is apparently intended to supersede the present European Danube Commission. It is as follows:—

> Art. 24.—"Roumania shall conclude a new Danube Navigation Act with Germany, Austria-Hungary, Bulgaria, and Turkey, regulating the legal position on the Danube from the point where it becomes navigable, with due regard to the prescriptions subsequently set forth under sections A to D, and on condition that the prescriptions under section B shall apply equally for all parties to the Danube Act. Negotiations regarding the new Danube Navigation Act shall begin in Munich as soon as possible after the ratification of the Peace Treaty.
>
> "A.—Under the name 'Danube Mouth Commission,' the European Danube Commission shall, under conditions subsequently set forth, be maintained as a permanent institution in the powers, privileges, and obligations hitherto appertaining to it for the river from Braila downwards, inclusive of this port. The conditions referred to provide *inter alia* that the Commission shall henceforth only comprise representatives of the States situated on the Danube, or the European coasts of the Black Sea. The Commission's authority extends from Braila downwards to the whole of the arms and mouths of the Danube and the adjoining parts of the Black Sea.
>
> "B.—Roumania guarantees to the ships of the other contracting parties free navigation on the Roumanian Danube, including harbours. Roumania shall also levy no tolls on the ships or rafts of the contracting parties and their cargoes merely for the navigation of the river. Neither shall Roumania in future levy on the river any tolls save those permitted by the new Danube Navigation Act."

Paragraphs C and D we need not quote. Art. 25 relates to the property of the European Danube Commission in Roumania's possession, and Art. 26 is as follows:—

> Art. 26.—Germany, Austria-Hungary, Bulgaria, Turkey, and Roumania have the right to maintain warships on the Danube. These may navigate down stream as far as the sea and up stream as far as the upper frontier of the ship's territory. They must not, however, enter into intercourse with the shore of another State or put in there except in case of *force majeure*, or unless the consent of the State in question be obtained through diplomatic channels. The Powers represented on the Danube Mouth Commission have the right to maintain two light warships each as guardships at the mouth of the Danube.

Arts. 27 and 28 secure equal rights for all religious denominations in Roumania, and by the concluding Articles, 29-31, it is provided that the economic relations between the Central Powers and Roumania shall be regulated by separate treaties to come into force at the same time as the peace treaty. The same applies to the restoration of public and private legal relations, the exchange of prisoners of war, interned civilians, &c.

The text of these separate commercial treaties does not seem at present to have reached this country, but we gather from an article on "The Hard Fate of Roumania" in the *Times* of 8th May, from its special correspondent lately in that country, that they place severe restrictions on Roumania in respect of the corn and petroleum supplies, and in effect secure for the Central Powers on favourable terms all of those products not absolutely required by Roumania. To the same effect was a lecture on the treaty given by Herr von KUHLMANN to the Berlin Chamber of Commerce last week. Germany, he said, had to exact to the extreme limit all that was not necessary to keep Roumania alive (*Times*, 30th May). And a very important survey of the whole treaty arrangement was made by Count CZERNIN early in April in his speech to a deputation from the Vienna City Council (*Times*, 4th April). In this he claimed that the peace concluded with Roumania was calculated to be the starting point of friendly relations, and that the slight frontier rectifications were not annexations, but solely served for military security; or, if they went further, Roumania had only herself to thank. He described the rearrangements on the Lower Danube as intended for the protection of shipping, and observed that at the Predeal and all other passes of importance the new frontier had been so far removed to Roumanian ground as military reasons required. For compensation Count CZERNIN advised Roumania to look to Bessarabia:—

> "Roumania's future lies in the East. Large portions of Bessarabia are inhabited by a Roumanian population, and there are many indications that this Roumanian population desires close union with Roumania. If, therefore, Roumania will only adopt a frank, cordial, and friendly attitude towards us, we shall have no objection to meeting these tendencies in Bessarabia. Roumania can gain in Bessarabia much more than she has lost in this war."

This offer to compensate Roumania at Russia's expense has not at present materialized. On the contrary, by a treaty concluded on 22nd March between Russia and Roumania, the latter undertook to evacuate Bessarabia within two months, and the places thus evacuated were to be immediately occupied by Russian troops; but after the two months a Roumanian detachment of 10,000 men was to remain in Bessarabia for the purpose of guarding railways and railway goods depôts; and Roumania undertook to take no offensive action against the Russian Soviet Republic, and to lend no assistance to such as might be begun by other Powers. This is a little mysterious, for we read that Revolutionary Russia has recognized the right of the Bessarabian population to choose their own destiny, and that by an elected national assembly they, by 86 votes to 3, asked for reunion with Roumania (*The New Europe*, Vol. 7, p. 84, 9th May, 1918.) But in a summary written while history is being made we cannot pretend to make events consistent.

We have already referred to the protest of the Entente Powers against the treaty. The text of this is given in a Reuter's message from Jassy dated 19th May (*Times*, 21st May). It points out the infraction of existing treaties in regard to the European Danube Commission, and proceeds:—

> "The provisions of the Treaty of Bukarest are in opposition, both in form and substance, to the conditions which constitute the conventional legislation relating to the Danube, inasmuch as it modifies them, and the modifications it introduces take no account of the rules specially laid down on this subject. In these conditions, the Ministers of France, Great Britain, and Italy have the honour, by order of their respective Governments, to notify the Roumanian Government that the countries which they represent consider as non-existent any arrangement made independently of them regarding the navigation of the Danube, this question being one that can only be decided by the general peace and by agreement between all the Powers interested. In addition they make every reservation as to the consequence that may arise from any provisional régime which may be applied until that time."

And from the following statement, made by Lord ROBERT CECIL in the House of Commons on Tuesday, it would seem that protest has also been made against the provisions of the treaty generally:

> "In view of the interruption of communications with Roumania I have not, as yet, been able to obtain the original text of this treaty, and the maps upon which the territorial adjustments are based, but it is clear from the summary which has been published in the Press, and which is without doubt substantially accurate, that this treaty subjects Roumania to the complete military, economic, and political domination of the Central Powers. As my right hon. friend stated in the House on 11th March last, H.M. Government have deep sympathy with Roumania in the cruel position in which she has been placed, and it remains for her friends and former Allies to do their utmost at the eventual Peace Conference to obtain a revision of the harsh terms which have been imposed.

The Allied Ministers at Jassy have, in fact, officially notified the Roumanian Government that their Governments cannot but consider as null and void the stipulations of a peace forced upon Roumania, in so much as they violate the rights and interests of the Allied Powers and the principles for which we are fighting. More specific protests and reserves have been formulated in regard to the abolition of the European Danube Commission, which was instituted by international treaty."

(To be continued.)

Reviews.

Emergency Powers.

THE COURTS (EMERGENCY POWERS) ACTS, 1914-1917. TOGETHER WITH THE RULES AND FORMS ISSUED THEREUNDER. Edited, WITH NOTES OF CASES DECIDED UNDER EACH SECTION, &c., by ALFRED D. BOLTON, M.A., LL.D., Barrister-at-Law. FOURTH EDITION. Stevens & Haynes.

THE COURTS (EMERGENCY POWERS) ACTS, 1914-1917. FULL TEXT OF THE FOUR ACTS, WITH NOTES, EXPLANATORY COMMENTS, DECISIONS OF THE COURTS, RULES AND FORMS. SECOND EDITION. By the Editor of "Law Notes." "Law Notes" Publishing Office.

Practitioners have been gradually getting accustomed to the novel procedure under the Courts (Emergency Powers) Acts, and have learned to look from time to time to the Legislature for additions to the series, and to the High Court and County Courts Rule Committees for new sets of rules under the Acts. The course of legislation and practice has not been altogether easy to follow, but the practitioner in doubt will find very valuable assistance in the books which have been prepared by Dr. Bolton and by the Editors of "Law Notes." Paragraphs (a) and (b), which form the two branches of procedure under section 1 (1) of the Act of 1914, are now familiar enough, and the problem which the draftsman set by omitting to define, except negatively, the matters to which the Act applies has in general ceased to puzzle; but on the different cases enumerated in those paragraphs a number of points have been decided, and these are very clearly and carefully stated in the notes which Dr. Bolton appends to the section. Some of the defects which those decisions showed have been cured by subsequent Acts. Thus, somewhat curiously, the prohibition against foreclosing without leave was held not to apply to commencing proceedings for foreclosure (*Re Farnol, &c., & Co.*, 1915, 1 Ch. 227), and this was altered by the No. 2 Act of 1916. So, again, the words allowing sale by a mortgagee in possession were found to be unsuitable to personal property: see *Ziman's Case* (1915, 2 K.B. 163); *Foster* v. *Barnard* (1916, 2 A. C. 154), and a change in them was made, also by the No. 2 Act of 1916. The rules for the High Court and County Courts have recently been consolidated, and Dr. Bolton gives the Consolidated Rules for the English High Court, and also the Irish Rules.

The treatise on the Emergency Powers Acts by the Editors of "Law Notes" is similar in general arrangement, and, like Dr. Bolton's, forms a convenient guide to the statutes and the decisions on them. It includes the County Court Rules, but was published before the issue of these Consolidated Rules. It is, however, an old trouble with legal authors that no sooner is their work out of hand than the march of events puts it in some respect out of date. It is necessary now to bear in mind the important provisions for relief from contracts contained in the Act of 1917; and the various provisions in favour of officers and men of H.M. Forces, the last being section 8 of the Act of 1917, can easily be traced and compared in this work. The object of the statutes is to adapt procedure to certain current emergencies, and in so novel a matter the draftsmen who have been concerned with them seem to have done as well as could reasonably be expected.

CASES OF LAST SITTINGS.

Court of Appeal.

CANNON BREWERY COMPANY (LIM.) *v.* CENTRAL CONTROL BOARD (LIQUOR TRAFFIC). No. 1. 22nd, 25th and 26th March; 16th May.

EMERGENCY LEGISLATION—DEFENCE OF THE REALM—STATE CONTROL OF LIQUOR TRAFFIC—COMPULSORY ACQUISITION OF LAND—COMPENSATION—PROMOTERS—DEFENCE OF THE REALM (AMENDMENT) ACT, 1915 (5 & 6 GEO. 5, C. 42), S. 1 (2) (B)—LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. C. 18), S. 1.

The Central Control Board (Liquor Traffic) having, under powers conferred on the Board by the Defence of the Realm Acts, given notice to the owners and occupier of licensed premises in a controlled area that they would acquire the premises compulsorily, and having subsequently taken possession of them, and used them for the sale of liquor and refreshments generally,

Held, affirming Younger, J., *that the Board were legally liable to pay compensation to the owners for the premises so acquired.*

Held, further (Bankes, L.J., *dissenting*), *that the use by the Board of the premises was an "authorized undertaking" within the meaning of the Lands Clauses (Consolidation) Act*, 1845 *and that the owners were accordingly entitled to have the compensation assessed and payment made under that Act.*

Per Bankes, L.J.—*The compensation payable should be assessed by the judge in the action.*

Appeal by the defendants from a decision of Younger, J. (reported 61 SOLICITORS' JOURNAL, 709), in an action by the Cannon Brewery Co., claiming to have compensation assessed by a jury, under the Lands Clauses (Consolidation)Act, 1845, for the injury which they had suffered by reason of their licensed premises being acquired compulsorily by the Central Control Board under the powers conferred upon such Board by statute. The plaintiff brewery owned a licensed public-house called the Ordnance Arms, at Enfield Lock, within a controlled area defined under the Defence of the Realm (Amendment) No. 3 Act, 1915. The Central Board gave them ten days' notice that they would acquire the premises compulsorily, and they subsequently took possession of them. Under the Regulations which were issued under the last-mentioned Act, the Liquor Control Board had power "to acquire either compulsorily or by agreement" any licensed or other premises within the area after notice. The fee simple in the premises would thereupon vest in their trustees, subject to or free from any mortgages or rights as the Board should think proper. The company, who claimed compensation for their premises, gave notice to the Board to have such compensation assessed by a jury, under the Lands Clauses (Consolidation) Act, 1845. This the Board refused to do, alleging that the company was only entitled to such compensation as the Commissioners of the Defence of the Realm Losses Inquiry Commission (Licensed Trade Claims) might choose to recommend, and that only as an act of grace. The relevant Acts and Orders are the Defence of the Realm (Amendment) No. 3 Act, 1915, s. 1 (1), whereby it was provided that, whenever it appeared to His Majesty that for the purpose of the successful prosecution of the present war the sale and supply of intoxicating liquor in any area should be controlled by the State, on the grounds therein stated, His Majesty should have power by Order in Council to define such area, and to apply to that area the Regulations issued in pursuance of the Act under the Defence of the Realm (Consolidation) Act, 1914, and that such Regulations should take effect in that area during the continuance of the war and for a period not exceeding twelve months thereafter. By section 1 (2) power was given to issue Regulations for giving control of the liquor supply, and in particular for "giving the prescribed authority power to acquire compulsorily or by agreement, and either for the period named or permanently, any licensed or other premises or business in the area or any interest so far as it appears necessary for giving proper effect to the control of the liquor supply in the area." The Act was passed on 9th May, 1915. On 10th June, 1915, the Regulations under the Act were issued whereby the Board was constituted the prescribed authority under the Act, and by clause 6 the Board had power to acquire either compulsorily or by agreement, either for the period during which the Regulations took effect or permanently, any licensed or other premises in the area, or to take possession of such premises and use them for the sale or supply of intoxicating liquor. In August, 1915, the Defence of the Realm Losses Inquiry Commission (Licensed Trade Claims) was set up as a branch of the War Losses Commission to inquire as to the amount to be paid in respect of direct and substantial loss incurred by reason of interference with property of businesses in the United Kingdom through the exercise by the prescribed authority of its powers under the Defence of the Realm (Amendment) No. 3 Act, 1915. On 24th September, 1915, the London area was defined for the purpose of the Regulations which were applied to that area, which included Enfield Lock. On 22nd December, 1915, the Board served on the Cannon Brewery Co. and Platt, its tenant, notice of their intention to acquire the Ordnance Arms, Enfield Lock, compulsorily, and on 4th January, 1916, the Board took possession of the premises, the fee simple of which had vested in them under the Regulations. The Board paid Platt for his stock, and the plaintiffs for landlord's fixtures and utensils. The plaintiffs applied on 26th March, 1916, to go before the Commission, but, in doing so, they reserved all their legal rights. The secretary replied that the Commission would only consider the case if the plaintiffs' legal rights were waived. On 21st July, 1916, the plaintiffs gave to the Board notice, under section 68 of the Land Clauses Act, to have the compensation payable by them assessed by a jury. The Board did not admit that the plaintiffs were entitled to proceed under the Lands Clauses Act, and took no steps in the matter, but claimed that the plaintiffs must go before the Commission, and that they were not entitled in legal right to any compensation, but only to such bounty as the Commission should recommend, which would be paid to the plaintiffs as an act of grace. The plaintiffs thereupon commenced this action on 30th November, 1916, claiming a declaration that they were entitled to be paid compensation, which they assessed at £13,638, with interest at 5 per cent. from 4th January, 1916. By section 1 of the Land Clauses (Consolidation) Act 1845, the Act applied to every undertaking authorized by any Act which authorized the purchase or taking of lands for such undertaking, and the Act was to be incorporated with such Act. By section 68 any party entitled to

compensation in respect of lands taken or injuriously affected could have such compensation settled by arbitration or by the verdict of a jury. Younger, J., in a considered judgment, held that the plaintiffs were entitled to the declaration claimed. The defendants appealed. *Cur. adv. vult.*

THE COURT dismissed the appeal.

SWINFEN EADY, M.R., having stated the facts, proceeded :—The plaintiffs had not raised any question as to the validity of the regulations under the Defence of the Realm (Amendment) No. 3 Act, 1915, and he therefore refrained from expressing any opinion about them, but it must not be assumed that where a statute conferred power upon His Majesty in Council to issue regulations for giving the prescribed Government authority power to acquire premises compulsorily or by agreement, such power authorized the making of regulations, under which merely by service of a notice of intention to acquire, the fee simple in such premises would vest in the prescribed authority without any payment or conveyance free from any previously subsisting mortgage. But assuming the validity of the notice of intention to acquire, the question between the parties was, what was the effect of such notice, and what were the rights of the plaintiffs when the fee simple in the premises shifted from themselves to the trustees of the defendant Board. The plaintiffs' claim was that under the Defence of the Realm Acts and/or the Lands Clauses Acts, they were entitled, as a matter of legal right, to proper compensation. The Solicitor-General conceded in argument that the plaintiffs' property could not be taken without compensation, but he insisted that such compensation could only be obtained by preferring a claim before the Royal Commission. That amounted to a contention that they had no legal rights, and the proposition was a startling one. The Defence of the Realm Losses Commission did not purport to deal with legal claims, but only with the claims of persons who admitted that they had no legal rights, or who waived them if they existed, and endeavoured to make out a case for the favourable consideration of the bounty of the Crown. The Commissioners did not proceed on any legal basis, or deal with claims on any legal footing, and did not purport to be a court for deciding them. Was that in truth the plaintiffs' position, and had Parliament really sanctioned the confiscation of whatever property the Liquor Control Board chose to take under the Defence of the Realm (Liquor Control) Regulations, 1915? [His lordship then referred to the Defence of the Realm (Amendment) No. 3 Act, 1915, and proceeded :] The language there used indicated that the Government authority must pay for what it took. It might acquire compulsorily or by agreement, but every basis for negotiating or arriving at an agreement would be taken away, if, in default of agreement the Government could acquire compulsorily and without any legal liability to pay for what it so acquired. It was inconceivable that under such a power contained in a statute, the body so empowered to purchase could by a simple notice vest the premises in themselves, or trustees for themselves, free from any mortgage, and leave the former owner without any remedy, and liable to pay the mortgage debt. No intention could be attributed to Parliament of taking away from individuals their property without paying them for it, unless such intention was expressed in clear and unequivocal language. The contention of the appellants could not be supported. The defendants were legally liable to pay compensation for the premises which they had acquired compulsorily. That being so, how was the compensation to be ascertained? If no other method was provided, it must be determined in an action between the parties : *Bentley* v. *Manchester, Sheffield and Lincolnshire Railway* (1891, 3 Ch. 222). The plaintiffs, however, contended that there was a method provided under the Lands Clauses Acts. The Act of 1845 provided by section 1 that it should apply to every undertaking authorized by any Act which should thereafter be passed, and be construed together therewith as forming one Act. It was urged by the appellants that the operations of the Board did not constitute an undertaking within the meaning of the Lands Clauses Act, but it was difficult to see why not. The prescribed authority was given power to acquire premises, and to establish and maintain refreshment rooms, without any licence, for the supply of refreshments (including, if need be, intoxicating liquor) to the general public, or to any particular class of persons. It was a great undertaking of a public nature, and it was manifestly intended that it should be carried out with public money : see *Re Wood's Estate* (31 Ch. D. 607), where the Commissioners of Works were held to be liable to pay under the Lands Clauses Consolidation Act out of public moneys for land purchased for the erection of Government offices authorized to be built under an Act of 1855. It was further argued that the Lands Clauses Act was not binding on the Crown, but the answer was that the Central Control Board, like the Commissioners of Works in *Re Wood*, were not the Crown. The defendants were the promoters of the undertaking within the meaning of the Act, which was not limited to undertakings formed for the purpose of making profits. In his lordship's opinion the Lands Clauses Acts applied to the undertaking, the decision of Younger, J., was right, and the appeal ought to be dismissed.

BANKES, L.J., delivered a dissenting judgment, in which he said, that while unable to agree with the decision of Younger, J., he could not accept the contention put forward by the Central Control Board. He agreed with the decision below in thinking that the respondents were entitled to be paid the value of the property which had been taken from them. The powers of acquisition given by the Act necessarily involved payment of such value, and he thought that value should be recovered by properly constituted proceedings in a court of law. It would, however, he thought, be a straining of language to describe the control to be exercised by the State over the sale and supply of intoxicating liquor by means of a prescribed Government authority as being an undertaking within the Lands Clauses Acts, even though the powers of the authority included the acquisition of lands. The respondents were entitled to a declaration establishing their right to payment for their property, and in default of agreement the case ought to be referred back to the learned Judge to decide on the value.

EVE, J., gave judgment in agreement with that of the Master of the Rolls.—COUNSEL, *Sir Gordon Hewart*, Solicitor-General, and *H. M. Giveen; P. O. Lawrance*, K.C., *Clayton*, K.C., and *A. F. Wootten*, SOLICITORS, *Travers Smith; Braithwaite & Co.; Boulton, Sons, & Sandeman.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

UPJOHN v. HITCHENS. SAME v. FORD. No. 2. 3rd and 6th May.

LANDLORD AND TENANT—COVENANT BY LESSEE TO INSURE AGAINST FIRE—FIRE CAUSED BY AIRCRAFT—POLICY TO BE EFFECTED IN NAMED COMPANY—USUAL POLICY AT DATE OF LEASE—EXCEPTION OF WAR RISKS—FORFEITURE FOR NON-INSURANCE—CONSTRUCTION OF COVENANT.

A lessee covenanted to insure against loss or damage by fire with a specified insurance company. A fire policy was taken out in the named company in 1905 *and renewed year by year, whereby loss or damage caused by foreign invasion was excepted. This was the only kind of fire policy issued by the company. In* 1915 *the lessor required the lessee to take out a policy covering loss or damage by aircraft.*

Held (Pickford, L.J., *dissenting*), *that the covenant did not bind the lessee to insure against loss or damage from fire caused by hostile aircraft, where the ordinary policy of insurance against fire issued by the designated company did not cover anti-aircraft risks.*

Decision of Roche, J. (*reported* ante, *p.* 143), *affirmed.*

Appeal by the landlord from a judgment of Roche, J. (reported 62 SOLICITORS' JOURNAL, *ante*, p. 143; 1918, 1 K. B. 171), in two actions which raised the same question upon facts which were in all material respects identical. The plaintiff was the lessee of two houses at Willesden Green, one of which was demised to each of the defendants by leases granted in 1905, each containing a covenant that the lessee at his own expense would insure and keep insured all erections and buildings on the demised land against loss and damage by fire in the names of the plaintiff and defendant in the Imperial Insurance Company, or in some other responsible office or offices in London or Westminster, to be approved in writing by the plaintiff. The lessee further covenanted to produce to the lessor on demand the policy or policies of insurance, together with the receipt for the current year's premium. The lease contained a proviso for re-entry on the breach of any covenant. The Imperial Insurance Company became incorporated in the Alliance Assurance Company, and the plaintiff, a solicitor, was a member of a firm who were agents for the Imperial and, later, of the Alliance Companies. Through their agency fire policies were taken out and annually renewed. The fourth condition of the policy provided that loss or damage was not covered which was caused by or happening through invasion, foreign enemy . . . military and usurped power. In July, 1915, the plaintiff, through his firm, notified each defendant that the policy did not cover aircraft and bombardment risks, and that under the covenant he was bound to insure against loss or damage caused by aircraft. The defendants denied that they were so bound. The plaintiff thereupon served them with notices, pursuant to section 14 of the Conveyancing Act, 1881, specifying the breach complained of, and upon their failure to comply therewith commenced actions to recover possession. Roche, J., held that the taking out a usual fire policy in a named company at the date of the lease, or such a policy as might from time to time be usual during the currency of the lease, was a performance of the covenant to insure, and therefore there had been no breach of covenant by the defendants in not insuring against loss or damage by hostile aircraft, and he gave judgment for the defendants. The plaintiff appealed.

PICKFORD, L.J., who differed in opinion from the majority of the Court, in delivering judgment, said the appeal was from the decision of Roche, J., who gave judgment in favour of the defendants, who were the tenants of the plaintiff, and the question arose upon the covenants in the lease. The question was one of those which had so often been arising during the last three or four years with regard to insurance against fire caused by enemy aircraft. [His lordship referred to the covenant.] Now it was contended by the defendants, (1) that it was sufficient in order to comply with the covenant in the lease to take out a policy against damage by fire at the inception of the lease, and (2) that it was sufficient to continue such a policy during the currency of the lease. He could not agree with these contentions, nor did he adopt the view that it was intended that the practice of various insurance companies must be ascertained in each case, as would be necessary if the contentions were valid. The secretary of the Alliance Company was asked : "Have the main body of the London insurance offices done the same as you? (*i.e.*, refused anti-aircraft risks), and his answer was : "Nearly all, I should say." That only showed that this was their ordinary form of policy. The witness did not know whether the company had been asked or not to include aircraft risks; he knew they had not effected such insurances. His evidence left the question open whether or not the defendants could have effected with the class of companies named a policy against aircraft damage, which his lordship thought they ought to have effected according to the meaning which he

put upon the covenant. It followed that, in his opinion, there had been a breach, and the appeal should be allowed.

WARRINGTON, L.J., in dismissing the appeal, said a good deal if not the whole of the question of construction turned on what was meant in such a lease as this by "loss or damage by fire" in connection with a covenant to insure. He thought it meant to insure against such loss or damage by fire as was covered by the policy ordinarily issued by the designated office. That had been done, and the covenant was therefore complied with.

SCRUTTON, L.J., in agreeing with Warrington, L.J., said the difference of opinion showed that the case was one of some difficulty, and he appreciated that it was also a case of some general importance. After giving the arguments his best consideration, he came to the conclusion that the decision of Roche, J., was correct, and that in this case there was no breach. The object of the action was to see whether the obligation to insure against aircraft fell on the tenant. In a commercial c.i.f. contract evidence was admissible to shew the nature of the insurance required under the contract So, too, in the present case evidence was admissible to shew the kind of policy which was usually issued, and as it was usual to insure only against certain classes of fire under the ordinary policy the decision appealed from must be affirmed.—COUNSEL, for the appellant, *Lewis Thomas*, K.C., and *Richardson*; for the defendants, *Colam*, K.C., and *Gervis Rentoul*. SOLICITORS, *E. J. Stokes; Hewitt & Chapman*.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

HARRIS *v.* WARREN AND PHILLIPS. Eve, J. 13th May.

PASSING OFF—SONG—OLD SONG AS A NEW SONG—ACTION TO RESTRAIN PUBLICATION AS A NEW WORK—"NOW READY."

A composer of songs brought an action to restrain the defendants, who were the owners of the copyright of a song written and composed by the plaintiff many years ago, from publishing it in such a manner as to lead to the belief that it was one of her new and recent works.

Held, that the action failed and must be dismissed with costs.

This was an action for an injunction to restrain the defendants from representing that an old song called "Write to Me Often," by Mrs. Carrie Jacobs-Bond was a new and recent work of hers, and from representing themselves as the publishers of her new works, and from passing off the said song as a publication with the consent of the plaintiffs. The plaintiff Harris was the owner of the copyright of the composer's recent works, while the defendants were owners of the copyright of the song in question, which they had announced as "now ready" and as "an instantaneous success."

EVE, J., delivered the following written judgment:—This action is of a novel and unusual, if not unprecedented character. It is, in substance, an attempt by Mrs. Carrie Jacobs-Bond, a composer of songs, to restrain the defendant, who is the owner of the copyright of a song written and composed by Mrs. Jacobs-Bond many years ago, from publishing it in such a manner as to lead to the belief that it is one of her new and recent works. The action is not based on libel or defamation. It is, in short, what has come to be described as a passing-off action, but it differs from the generality of such actions in that the song is, in fact, Mrs. Jacobs-Bond's work, and that the defendant, as the owner of the copyright, is entitled to publish it and offer it for sale as her work. These facts of necessity qualify and restrict Mrs. Jacobs-Bond's rights against the defendant. She is substantially in exactly the same position as the trader who brings an action alleging that his goods of one class or quality are being passed off by the defendant as and for his goods of another class or quality. To succeed in such an action the plaintiff must allege and prove the existence of the two classes, and unless he can do so he lays no foundation for his action. He must, as Mr. Justice Warrington puts it in *Hunt, Roope, Teage & Co.* v. *Ehrmann Bros.* (1910, 2 Ch. 205), "be able to define the goods for which the incriminated goods are passed off." Accordingly, at an early stage of the proceedings I invited counsel to formulate the relief to which it was alleged the plaintiffs are entitled. Several attempts were made, and, finally, Mr. Clayton put it in this way:—"An injunction to restrain the defendant from passing off a work of the plaintiff, Mrs. Jacobs-Bond, being an old piece of music belonging to the defendant, as a new work of, and belonging to, Mrs. Jacobs-Bond, which the plaintiff Harris has the exclusive right to publish." His junior suggested an injunction "to restrain the defendant from passing off the old song 'Write to me often' as and for the song 'A Perfect Day,' or as and for any song written and composed by Mrs. Jacobs-Bond subsequent to the publication of 'A Perfect Day.'" In substance I think both suggestions were attempts to draw a line of demarcation between Mrs. Jacobs-Bond's productions before 1908, when "A Perfect Day" was first published, and after that date, and to establish thereby the existence of two distinct classes, or categories, into which her work is divisible. It would not perhaps be fair to criticise the two suggested orders too closely, but I may point out that the former is framed on the assumption, contrary to fact, that Harris has the exclusive right to publish all Mrs. Bond's new work. I need not, however, pursue this, but assuming, though by no means conceding, that it would be possible for an artist or author to establish a clear and definite line of demarcation between work executed before and after a particular date, no such case is pleaded, and when therefore evidence was tendered by the plaintiffs directed to prove (1) that the artistic merits of Mrs. Jacobs-Bond's old work, including the work belonging to the defendant, are inferior to those of her later work, and (2) whether this is so or not, that the later works are commercially of more value than the older ones, I declined to admit it, on several grounds. In the first place, as I have just indicated, not only is there no allegation in the pleading asserting any such line of demarcation as I have mentioned, but it is not even alleged that the earlier works are inferior to, or of less commercial value than, the later works. All that is averred is that the older song "is considered by Mrs. Jacobs-Bond to be without merit," and that "it achieved no success and had substantially no sale," averments in support of which no evidence whatever was given by the plaintiffs at the trial. In the next place, the admission of the evidence would have involved an interminable and indeterminate inquiry into the relative merits, musical and poetic, of Mrs. Jacobs-Bond's effusions for the last twenty years at least, and in the end I am quite satisfied would never have enabled me to determine judicially the moment of time when "Mrs. Jacobs-Bond began to take herself seriously," that being, in his own words, the point at which, according to the plaintiff Harris, Mrs. Jacobs-Bond, so to speak, put aside childish things and started on a more prosperous and satisfactory career. If confirmation is wanted of my conclusion as to the utter futility of any such inquiry, it is to be found in the fact that, although Harris would now wish to fix the year 1908 as the dividing line between Mrs. Jacobs-Bond's old and new work, he had to admit in the box that in March, 1917, he was himself advertising songs, composed as long ago as 1901, as "New Songs by Carrie Jacobs-Bond, composer of 'A Perfect Day.'" Finally, it is well settled that these Courts do not sit to adjudicate on the relative merits of the production of different tradespeople, or rival authors, or even of a single author or artist at different stages of his career. The fact is that the plaintiffs have neither alleged nor proved—nor do I believe they ever could have proved—the matters essential for success in an action of this nature. The sterility of the experiment in these respects was sought to be compensated for, possibly to be concealed, by suggestions that the "get-up" of the defendant's publication is a colourable imitation of the plaintiff's "get-up" of "A Perfect Day," but the evidence in support of these suggestions was extremely meagre. None of the allegations in the first two sentences of paragraph 3 of the statement of claim was proved. On the contrary, it was admitted that the combination therein mentioned was not uncommon in the trade, and the only witness who said that he had formed the opinion that the defendant's song was published by the plaintiff Harris admitted that he had never even read what is on the defendant's title-page, and had formed the conclusion that he had done because he was under the impression that Harris had the exclusive right to publish all Mrs. Jacobs-Bond's songs. This impression was inaccurate, but it is an inaccuracy for which Harris himself is largely responsible, as he had asserted, contrary to the fact, that he has the exclusive right to publish Mrs. Jacobs-Bond's songs in the British Empire. In cross-examination he had to admit that he has no such right. None of the trade witnesses who were called to enlighten the Court as to the proper construction of the words "now ready" were invited to express an opinion on the alleged similarity of "get-up," and I am not surprised, as I cannot imagine that anyone who takes the trouble to look at the defendant's title-page would venture to suggest that there is anything upon it to lead to the belief that the work is published by the plaintiff Harris. Finally, the evidence of witnesses who had purchased the defendant's song on the faith of express representations that it was a recent composition could not possibly be held to confer any cause of action on the plaintiffs. It was for the most part quite irrelevant. The action wholly fails, and I must dismiss it with costs.—COUNSEL, *Clayton*, K.C., and *Alan Nesbitt*; *Maugham*, K.C., and *S. Green*. SOLICITORS, *Rowe & Maw; Harman & Son*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

***Re* HARRISON. HUNTER *v.* BUSH.** Younger, J. 15th March.

WILL—CONSTRUCTION—LEGACY TO TRUSTEES IN TRUST FOR LEGATEE, FOR LIFE WITH REMAINDER TO HIS ISSUE—PARTIAL FAILURE OF TRUSTS—DESTINATION OF LEGACY ON DEATH OF LEGATEE.

The principle enunciated in the cases of Lassence *v.* Tierney (7 *Mac. & G.* 551) *and* Hancock *v.* Watson (1902, *A. C.* 14) *that where there is an absolute gift to a legatee in the first instance, and trusts are engrafted or imposed on that absolute interest which fail, then the absolute gift takes effect so far as the trusts have failed to the exclusion of the residuary legatee or next of kin, applies to the case where the legacy is bequeathed to trustees in trust for the legatee, and not directly to the legatee himself.*

This was a summons to determine whether the trusts of a legacy having failed, the legatee's executors took or whether the legacy fell into residue. A testator, who died in 1893, bequeathed an annuity to his wife, and bequeathed, among other legacies, one to his trustees in trust for his son, and postponed the payment of the legacies till after the death of his wife; and, subject thereto, he gave his residuary real and personal estate to his children, in equal shares, and declared that the legacy thereinbefore bequeathed in trust for his son should, after the death of the survivors of himself and his wife, be invested by his trustees upon trust to pay the income to the son, and afterwards upon trust, as the son should appoint, and, in default of appointment, upon certain trusts for his children, with power to make certain appointments of a life estate therein to a son, or wife, or other issue of the testator. There were other similar legacies to other children, with similar pro-

visions. All the children survived the testator and his wife, and the legacy of the son was appropriated and separate trustees of it appointed. No further trusts of it were declared and he had died a bachelor. The question was whether, the trusts of the legacy having failed, the son's executors were now entitled to the legacy, or whether it fell into residue.

YOUNGER, J., after stating the facts, said: This case falls within the rule in *Lassence* v. *Tierney* (7 Mac. & G. 551) and *Hancock* v. *Watson* (1902, A. C. 14), and the principle of these cases applies, although the legacy is bequeathed to trustees in trust for the son, and not for the son himself in the first instance. In the events which have happened the executors are entitled to the legacy.—COUNSEL, *E. E. H. Brydges; Owen Thompson; Percy Wheeler.* SOLICITORS, *King, Wigg, & Brightman*, for *Broomhead, Wightman, & Moore*, Sheffield; *Sharp, Pritchard, & Co.*, for *Bradley & Son*, Sheffield.

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

KIDNER v. STIMPSON. Lush, J. 7th May.

COVENANT—"DEPENDENT" AND "INDEPENDENT"—PURCHASERS OF MARSH LANDS—COVENANT TO WORK A MILL FOR DRAINAGE—COVENANTEES TO KEEP THEIR DITCHES PROPERLY CLEANSED—BREACH.

A purchaser at a public auction of one lot of marsh land covenanted with purchasers of other lots to work a mill, when requested, for draining their lots, they covenanting, inter alia, to keep their ditches properly cleansed and scoured. In an action against the mill owner by one of the purchasers, the defendant pleaded that the plaintiff had not properly cleansed and scoured his ditches. The findings of the jury at the trial were construed by the Judge as meaning that the plaintiff had not so neglected his ditches as to obstruct the defendant in performing his covenant.

Held, that where covenants are so expressed as to be dependent, yet the Court may consider the real intention of the parties and the circumstances, and hold in fact the covenants to be independent; but that, even though the covenants in question were to be considered as dependent, as the plaintiff had not so neglected his ditches as to prevent the defendant from reasonably performing his obligations, he was entitled to judgment and damages.

Further consideration, after trial at Norwich Assizes, by Lush, J. The action was for damages for breach of covenant in a deed of 12th October, 1900, entered into on the sale of a large area of marsh lands, by the purchaser of a lot on which a mill stood, which was necessary for the drainage of the land. The plaintiff also sought a declaration that the defendant should observe and perform the said covenant. Further statement of facts will be found in the judgment.

LUSH, J., in a written judgment, said the question was whether on the findings of the jury the plaintiff was entitled to judgment for £15, the sum assessed by the jury, for damages for breach of covenant. That question depended on the construction of a drainage deed of 12th October, 1900. The findings in effect were these: That the defendant had not worked his steam mill for the purpose of draining the plaintiff's marshes, though it was requested that he should do so; that the plaintiff had not kept his ditches, &c., properly cleansed and scoured; but that this breach, if it was a breach, was not such as to prevent the defendant from efficiently keeping the marshes from being flooded. What in substance they amounted to was, that the plaintiff did not keep his ditches, &c., in the condition in which a reasonably careful occupier would keep them, but that this failure on his part did not really obstruct the defendant in the performance of his obligation, or prevent him from performing it. Therefore it was really immaterial so far as the work of draining the marshes was concerned. Now, the deed was executed and the defendant's covenant entered into, as appeared by the first recital in the deed, in pursuance of a scheme which was fixed when a large area of marsh lands was offered for sale by auction by the owner in different lots. On the lot purchased by the defendant, lot 19, there was a steam mill, which had been erected to take the place of windmills, and which had been used by the owner to drain the marshes. The conditions of sale provided that the purchaser of lot 19 should have the obligation imposed on him of "for ever hereafter" keeping the mill in an efficient state for the purpose of draining the other lots, which were to be charged with 4s. an acre rent charge, and that the purchaser of those lots should enter into covenants set out in the deed. Those were to pay the 4s. an acre, and to keep all the ditches, dykes, and drains belonging to their lots "properly cleansed and scoured." The deed then recited that the defendant was the purchaser of lot 19 on which the mill stood, and that the plaintiff and certain other persons were the purchasers of the other lots as set out in the schedule, and that "they and the said party hereto of the first part [*i.e.*, the defendant] have severally agreed to carry out the hereinbefore recited conditions of sale in manner hereinafter appearing." The defendant covenanted in the deed with the purchasers of the other lots that he would "while and so long as the said parties hereto of the second part should observe and perform the covenants herein contained, and on their part to be observed and performed" keep the mill in good condition. The covenant went on as follows:—"And shall and will work the said mill whenever requested for the purpose of draining the said hereditaments, &c." For the defendant it was said that there had been no breach of covenant, because he only undertook to keep the mill in good order and to work it "while and so long as" the plaintiff performed his covenants, and that the plaintiff broke his covenant because he did not keep his ditches, &c., properly cleansed and scoured. For the plaintiff it was contended that though, in point of form, the covenants of the two parties were dependent, they were in truth independent, and that the defendant's remedy, if any, was by counterclaim. There is no doubt that the Courts, when the much-discussed question as to covenants being dependent or independent has arisen, have gone very far in disregarding the language used by the parties, and considering apart from the actual words they have used what they must, as sensible persons, have really intended. They have dealt with the question very much as they have dealt with the question whether what is called liquidated damages is in fact a penalty. The leading case generally referred to on this subject is *Boone* v. *Eyre* (1 H. Bl. 273n). In *Newson* v. *Smythies* (3 H. & N. 840), the defendant covenanted that if the plaintiff should cultivate the farm in a certain way, he (defendant) would pay for manure; it was held there that the covenants were independent. In *Eastern Counties Railway Co.* v. *Philipson* (16 C. B. 2), Jervis, C.J., used language which appears to shew that, even if the covenant by one party is only to be performed "so long as" the other covenanting party does certain acts, the consequences of holding that the covenants are dependent may be so serious that the Court may hold that they are independent. The language used by the Chief Justice appeared to be quite general. In *Pordage* v. *Cole* (1 Wms. Saunders, 320a), the learned editor, after saying that it was very difficult, if not impossible, to deduce any certain principles by which it could be ascertained what covenants are independent, and what dependent, adds that these covenants are to be construed to be either dependent or independent of each other, according to the intention and meaning of the parties "and the good sense of the case." Blackburn, J., in *Bettini* v. *Gye* (1876, 1 Q. B. D. 186), substitutes for "the good sense of the case" the expression "legally admissible in evidence." In *London Guarantee and Accident Co.* v. *Fearnley* (5 App. Cas., at p. 919), Lord Watson, referring to a condition in a policy of insurance, said:—"When the parties to a contract of insurance choose in express terms to declare that a certain condition of the policy shall be a condition precedent, that stipulation ought, in my opinion, to receive effect, unless it should appear either to be so capricious and unreasonable that the courts of law ought not to enforce it, or to be *suâ naturâ* incapable of being made a condition precedent." The result of all these authorities appears to be that one must collect the intention and meaning of the parties from the whole instrument, giving fair consideration to every term you find in it, bearing in mind the position they were in, and the object that they were seeking to obtain. One must consider the consequences that follow, according as one holds that the covenants are dependent or independent, and in this connection consider whether the undertakings of the covenantee, on the fulfilment of which it is held that the covenantor's obligations depend, really go to matter of substance and are material to the performance of those obligations and the carrying out of the contract. If, looking at all the circumstances, it is plain that the parties cannot have intended that the fulfilment of those obligations should depend on the fulfilment of the undertakings of the other party, one would hold that the covenants are independent, in spite of the form that the covenant may have taken. Now, I am to collect the contention of the parties from the recitals in the deed, as well as the testatum, and by considering the unreasonable results that would follow if an immaterial default on the part of the marsh owners is to excuse the mill owner, while he can still enforce payment for work he does. I should certainly say that the parties never intended that such a consequence as this should follow. I have no doubt that they would contend that the plaintiff's failure to pay would excuse the mill owner, because that would be of the essence of the contract. But not the failure to do something to the ditches which was not essential at all to the marshes being drained. If it were necessary to hold that such a default as that concerned the defendant, I should certainly incline to the view—and I think that I should not be going further than some of the authorities would justify—that in spite of the form that the covenants have taken in the operative part of the deed, the covenants were not intended to be and were not really dependent. But I do not think it is necessary to decide it. One could see what would be discussed when the draft was being prepared. If the mill owner were made to covenant that he would "at all times" hereafter keep the mill in good order, which the conditions of sale contemplated, and work it so as to drain the marshes, it would, of course, be pointed out that the marsh owner might have his ditches choked, so that the marshes would not be drained, and that the mill owner must be protected against such a risk as that; and to meet that danger, it would be said, you (the marsh owner) must keep your ditches properly cleansed and scoured. His lordship said he could not feel any real doubt that in this deed the measure of the marsh owner's obligation was to attend to his ditches as to enable the mill owner properly to drain the marshes. He was satisfied that what the parties meant when they spoke of "properly cleansing, &c.," was such a cleansing as would reasonably enable the mill owner to perform his obligations. This gave effect to the language used in the operative part of the deed, and got rid of the difficulties. The covenants were intended to be dependent. The mill owner was intended to be excused so long as the marsh owner did not pay the amount of his rent charge, or keep his ditches sufficiently clean. Having regard to the fifth finding of the jury, and taking this view as to the meaning of the marsh owner's covenant, there had been no such default on the part of the plaintiff as

to excuse the defendant, and the plaintiff was therefore entitled to the damages assessed by the jury, and to the declaration which he claimed. —COUNSEL, *Colam*, K.C., and *Claughton Scott*, for the plaintiff; *Romer*, K.C., *Wild*, K.C., and *H. Brandon* for the defendant. SOLICITORS, *Mills & Reeve*, Norwich; *Hill & Perks*, Norwich.

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

War Orders and Proclamations, &c.

The *London Gazette* of 24th May contains the following:—

1. An Order in Council, dated 15th May, applying to the Isle of Man, with adaptations, the Defence of the Realm Regulations dated 29th September, 1917, and 16th January, 27th February, 4th March, and 22nd March, 1918.

2. An Order in Council, dated 24th May, varying the Statutory List under the Trading with the Enemy (Extension of Powers) Act, 1915. Additions are made as follows:—Mexico (72); Uruguay (14). A List (The Consolidated List, No. 51A) consolidating all previous Lists, up to and including that of the 5th April, 1918, together with List No. 52 of 19th April, 1918, List No. 53 of 3rd May, 1918, List No. 54 of 17th May, 1918, and the present List, contains all the names which up to this date are included in the Statutory List.

3. A Foreign Office (Foreign Trade Dept.) Notice, dated 24th May, that certain additions and corrections have been made to the lists of persons and bodies of persons to whom articles to be exported to China and Siam may be consigned.

4. The Railway Season Ticket Order, 1918, dated 21st May (printed *ante*, p. 554).

The *London Gazette* of 28th May contains no items requiring notice other than those given below.

Admiralty Orders.

ADMIRALTY NOTICE TO MARINERS.

No. 630 of the year 1918.

IRISH CHANNEL—NORTH CHANNEL.

Area re-opened to Traffic.

Former Notice.—Nos. 283, 456 and 555 of 1918 hereby cancelled.

1. Mariners are notified that the order restricting navigation in the North Channel, issued under the Defence of the Realm Regulations, and published in the former Admiralty Notices to Mariners quoted above, is no longer in force, the area concerned having been re-opened to traffic.

2. Rathlin Sound is closed to all traffic as hitherto.

Authority.—The Lords Commissioners of the Admiralty.

22nd May. [*Gazette*, 24th May.

DARKENING SHIPS—NAVIGATION AND ANCHOR LIGHTS.

In exercise of the powers conferred upon them by the Defence of the Realm Regulations, and all other powers thereunto enabling them, the Lords Commissioners of the Admiralty hereby make the following Order:—

(a) In areas in which submarines and/or raiders are likely to be met, which areas are defined in war instructions for British ships or within such limits as may be defined by officers responsible for the issue of route instructions at home or abroad, and

(b) In areas other than those above mentioned, whenever information is received by war warnings, or otherwise, that submarines and/or raiders are operating—

(1) Vessels are to be carefully darkened from sunset to sunrise. No light of any description shall be exposed in any vessel so as to be visible outboard or to reflect upwards, other than navigation lights as such times and in such circumstances as they are authorized to be shown by this Order, and lights which are necessary for signalling purposes.

Any Naval Officer whom the Senior Naval Officer of the Port may appoint for the purpose, may board any vessel entering the port to inspect the means provided for the screening and shading of lights as this Order requires. The Master of such vessel shall give facilities for such inspection and shall, if the Inspecting Officer so requires, sign a certificate to the effect that adequate means of screening lights are provided on board.

* * *

(9) The owner of every vessel shall provide for fitting and maintaining on board the vessel the equipment of lights prescribed hereby, including adequate means of controlling, shading and screening navigation and anchor lights and all other lights on board which require to be screened to enable the vessel to be thoroughly darkened, and if the owner fails so to provide, he shall be guilty of an offence against the Defence of the Realm Regulations.

The Master, Officer, member of the crew, passenger or any other person on board any vessel who is affected by any of the provisions of this Order and fails to comply therewith shall likewise be guilty of an offence

(10) This Order shall apply to vessels of every description other than H.M. ships or hospital ships, except that it shall not apply to a vessel not being a British vessel where the non-compliance with this Order takes place on the high seas outside the territorial waters adjacent to the United Kingdom.

The Admiralty Orders of May 22nd, 1917, January 16th, 1918, and February 15th, 1918 are hereby cancelled.

23rd May. [*Gazette*, 28th May.

Board of Trade Orders.

THE COTTON (RESTRICTION OF OUTPUT) ORDER, 1918.

1. No person shall work or cause or allow to be worked any spindles or looms in a cotton mill or weaving shed without a licence from the Cotton Control Board.

2. The Cotton Control Board may by notice exhibited in the Manchester Royal Exchange prescribe the maximum number of hours that may be worked in cotton mills or weaving sheds, and may vary such number of hours as occasion may require.

3. A licence granted by the Cotton Control Board shall specify the number and class of spindles and the number and class of looms that may be worked in the mill or weaving shed to which it refers, and may specify the number of hours that may be worked in such mill or shed. The number of hours may be greater or less than that fixed by the notice referred to in paragraph 2 hereof, according to the number of spindles or looms licensed to be worked, the description of cotton to be used and the nature and importance of the work on which the mill or shed is engaged.

4. A licence shall be for such period and subject to such conditions as to payment or otherwise as the Cotton Control Board may determine.

5. No person shall work or cause or allow to be worked any spindles or looms in excess of the number or for a greater number of hours than that prescribed in such licence.

6. The Cotton Control Board may issue instructions prescribing the number of bales of cotton or of any particular growth of cotton that may be put through the bale openers or used in any mill during any week.

7. The Cotton Control Board may require the occupiers of any mill to furnish a return at such times and in such form and verified in such manner as they may direct of the number of bales of all or any growths of cotton put through the bale openers or used in any mill during any week.

8. The occupier of every mill or weaving shed shall on the first working day of every week exhibit in a conspicuous place in his mill or weaving shed a notice stating the number of spindles and looms and the number of hours which he is licensed to work during the week, and shall keep such notice exhibited as aforesaid during the week.

9. All persons shall obey such instructions as may be issued by the Cotton Control Board and make such returns as may be required by them under this Order.

10. No person shall knowingly make any false statement for the purpose of obtaining a licence under this Order.

11. The expression "person" includes a firm or other association of persons and a company. The expression "mill" includes any place where yarn or waste is spun. The expression "weaving shed" includes any place where looms are worked.

12. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

13. This Order comes into effect on the 10th day of June, 1918, and as from such day the Cotton (Restriction of Output) Order, 1917, is revoked, without prejudice to any matter or thing done or suffered, penalty incurred, or proceeding instituted thereunder.

14. This Order may be cited as the Cotton (Restriction of Output) Order, 1918.

17th May. [*Gazette*, 24th May.

THE PAPER RESTRICTION (PROHIBITION OF RETURNS) ORDER, 1918.

1. Subject to the provisions of paragraph 3 hereof, on and after 24th June, 1918, no person shall deliver to any other person in the United Kingdom or in any other country in Europe who is engaged in the sale or distribution of newspapers, magazines, periodicals, serials, pamphlets, books, almanacks, diaries, postcards or other similar publications, and no such person in the United Kingdom shall accept or take delivery of any such published matter as aforesaid upon the terms known as "sale or return" or upon other similar terms whereby any allow-

ance, rebate or payment is made in respect of unsold copies or otherwise than upon terms of payment for all copies supplied.

2. Subject to the provisions of paragraph 3 hereof, on and after 24th June, 1918, no person engaged in the United Kingdom in the sale or distribution of such published matter as is mentioned in paragraph 1 hereof shall return or accept the return of or make or accept any payment, allowance or rebate in respect of any unsold copies of any such published matter as aforesaid.

3. This Order shall not prohibit the return of or a payment, allowance or rebate in respect of—

(a) Copies of any such published matter as aforesaid which were delivered for sale or distribution before 24th June, 1918.

(b) Newspapers which are delivered to a distributor or retailer too late to be delivered or sold as current news.

(c) Copies of any of the publications referred to in paragraph 1 hereof which are delivered to the purchaser so damaged as to be unsaleable.

(d) Books bound in cloth, leather or board delivered by the publisher thereof or the owner of the copyright therein to a duly accredited wholesale agent for sale, provided such books have not previously left the premises of such agent for the purpose of sale or being offered for sale.

4. The provisions of this Order shall, on and after 10th day of December, 1918, extend and apply to deliveries made to, and the acceptance of returns from, and payments, allowances and rebates in respect of unsold copies, to persons carrying on business in any Dominion or country whatever.

5. In this Order the expression "newspaper" means any publication registered as a newspaper under the Post Office Act, 1908.

6. The Controller of Paper may on special grounds, by licence in writing, exempt any particular transaction from the provisions of this Order or permit the return of any particular published matter on such terms as he shall think fit.

7. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

8. This Order may be cited as the Paper Restriction (Prohibition of Returns) Order, 1918.

24th May. [*Gazette*, 28th May.

Ministry of Munitions Order.

TYPE METAL (RETURNS) ORDER, 1918.

1. Every person having in his possession or under his control at the date hereof any type metal exceeding 1 cwt. in amount shall within 28 days from the date hereof send in to the Controller, Non-Ferrous Materials Supply, Ministry of Munitions, M.S./E.S., 8, Northumberland-avenue, London, W.C. 2, a true and complete return of all type metal in his possession or under his control at the date hereof, distinguishing between—

(a) Type in case, including standing matter in chase and paper, on boards and matter awaiting distribution.

(b) Spacing material, including quads, quotations, metal furniture and leads.

(c) Electro plates and blocks.

(d) Stereo plates, metal and blocks.

(e) Linotype metal.

(f) Monotype metal.

And shall supply such further particulars and information with regard to type metal as may be required by the said Controller.

2. This Order may be cited as the Type Metal (Returns) Order, 1918.

NOTE.—All applications in reference to this Order should be addressed to the said Controller, and marked "Type Metal."

[*Gazette*, 28th May.

Food Orders.

TEA (DISTRIBUTION) ORDER, 1918 [*ante*, p. 371].

Directions.

In exercise of the powers reserved to him by the above Order the Food Controller hereby orders that all directions given by him under the above Order shall take effect as if the maximum prices were fixed prices, and that no person shall render any services in relation to the blending or packeting of Tea without making the authorized charges for the services so rendered.

4th May.

MEAT RATIONING ORDER, 1918.

Directions to General Butchers.

(1) These directions apply to every general butcher that is to say, a butcher selling any butcher's meat other than pork, whether or not he also sells pork.

(2) A general butcher may sell butcher's meat (including pork) only :—

(a) to his registered customers; or

(b) without registration (if he has more than sufficient supplies for his registered customers) to such soldiers and sailors on leave and other persons as produce emergency cards, if the cards are not marked with the name of another butcher, or to persons producing travellers' cards or invalid's emergency cards.

He may not sell any butcher's meat or pork on a supplementary ration card issued to a heavy worker or an adolescent boy.

(3) A butcher may sell suet, tongues, kidneys and skirt only to the persons to whom he may sell butcher's meat, or to a person buying on a supplementary ration card if that person has registered his ordinary meat card with the butcher.

(4) The butcher may sell any other edible offal, bones of any meat, and sausages, to any person whether registered or not.

(9) The butcher must divide what supplies he has as fairly as possible between his registered customers. He is not bound to supply the full ration to first comers unless he is certain of having enough to give full rations to all.

(19) These directions apply as from 6th May, 1918.

(20) The following directions of the Food Controller are hereby revoked without prejudice to any proceedings in respect of any contravention thereof :—

(1) Directions to butchers dated 23rd February, 1918 (Statutory Rules and Orders, No. 220 of 1918), under the London and Home Counties (Rationing Scheme) Order, 1918;

(2) Directions to general butchers dated 6th April, 1918 (Statutory Rules and Orders, No. 413 of 1918), under the Meat Rationing Order, 1918.

6th May.

MEAT RATIONING ORDER, 1918.

Directions to Pork Butchers.

In exercise of the powers reserved to him by the above Order, the Food Controller hereby gives the following directions to Pork Butchers in every part of Great Britain :—

(1) A pork butcher, that is, a butcher who sells pork by retail but no other kind of butcher's meat, may sell pork only on production of a meat card, whether or not the card has been registered with a general butcher or a retailer of bacon and ham. The meat card may be a meat card of any kind except a supplementary ration card. On selling, he must detach the proper number of coupons for the amount sold.

(10) These directions apply as from 6th May, 1918.

(11) The Directions to Pork Butchers, dated 6th April, 1918, (Statutory Rule and Order No. 412 of 1918) made under the Meat Rationing Order, 1918, are hereby revoked without prejudice to any proceedings in respect of any contravention thereof.

6th May.

MEAT RATIONING ORDER, 1918.

Directions to Retailers of Uncooked Bacon and Ham.

(1) These directions apply to every retailer of uncooked bacon and ham.

(2) The retailer may sell uncooked bacon and ham only :—

(*a*) to his registered customers; or

(*b*) without registration (if he has more than sufficient supplies for his registered customers) to such soldiers and sailors on leave and other persons as produce emergency cards, if the cards are not marked with the name of another retailer of uncooked bacon and ham, and to persons producing travellers' cards, or invalid's emergency cards.

(6) The retailer must divide what supplies he has as fairly as possible between his registered customers. He is not bound to supply the full ration to first comers, unless he is certain of having enough to give full rations to all.

(15) The retailer must keep prominently displayed in his shop a copy of the Official Table of Equivalent Weights of Meat for the time being in force.

(16) These directions apply as from 6th May, 1918. Failure to comply with any of them is a summary offence under the Defence of the Realm Regulations.

6th May.

MEAT RATIONING ORDER, 1918.

Directions relating to the sale by Retailers of meat other than (a) butcher's meat and (b) uncooked pork, bacon or ham.

In exercise of the powers reserved to him by the above Order, the Food Controller hereby gives the following directions relating to the sale by Retailers of meat other than (*a*) butcher's meat; and (*b*) uncooked pork, bacon or ham, in every part of Great Britain :—

(1) A retailer may sell meat to which these directions apply only on production of a meat card whether or not the card has been registered with a general butcher or a retailer of bacon and ham. The meat card may be a meat card of any kind and shall include a supplementary ration card. On selling he must detach the proper number of coupons for the amount sold.

(9) The retailer must keep prominently displayed in his shop a copy of the Official Table of Equivalent Weights of meat for the time being in force.

(10) These directions apply as from 6th May, 1918.

(11) The following directions of the Food Controller are hereby revoked without prejudice to any proceedings in respect of any contravention thereof :—

(1) Directions to retailers of meat other than butcher's meat (including pork) dated 23rd February, 1918 (Statutory Rules and Orders, No. 221), under the London and Home Counties (Rationing Scheme) Order, 1918.

(2) Directions to retailers of meat other than butcher's meat or pork, dated 6th April, 1918 (Statutory Rules and Orders, No. 414), under the Meat Rationing Order, 1918.

6th May.

THE SALE OF SWEETMEATS (RESTRICTION) ORDER, 1918.

General Licence.

The Food Controller hereby authorizes until further notice the sale of the following articles free from any restriction contained in the above-named Order :—Preserved Ginger; Candied Peel; Crystallised and Glacé Fruits; Angelica; Carlsbad and Elvas Plums; Crystallised Violets; Crystallised Rose Leaves.

10th May.

THE BEEHIVE SECTION (MAXIMUM PRICES) ORDER, 1918.

1. *Maximum Prices.*]—A person shall not on or after the 13th May, 1918, sell or offer to expose for sale or buy or offer to buy 1 lb. beehive sections of a description or quality set out in the schedule to this Order at prices exceeding the maximum prices applicable thereto according to the provisions of this Order.

7. *Title.*]—This Order may be citted as the Beehive Section (Maximum prices) Order, 1918.

10th May.

[*Schedules of Maximum Prices on Wholesale and Retail Sales.*]

THE GOOSEBERRIES ORDER, 1918.

1. *General Restriction.*]—(*a*) A person shall not

(i) on or after 13th May, 1918, pick any gooseberries before the appointed date; or

(ii) on or after 14th May, 1918, sell or expose or offer for sale or buy agree to sell or buy any gooseberries which have been picked before the appointed date.

(*b*) The appointed date shall be in England and Wales the 1st June, 1918, and in Scotland the 10th June, 1918, or such other date as the Food Controller may by notice prescribe.

2. *Exception.*]

3. *Title and extent of Order.*]—(*a*) This Order may be cited as the Gooseberries Order, 1918.

(*b*) This Order shall not apply to Ireland.

11th May.

MEAT RETAIL PRICES (ENGLAND AND WALES) ORDER, No. 2, 1918.

General Licence.

The Food Controller hereby authorizes until further notice sales by retail at a price not exceeding 1s. 10d. per lb. of sausages containing not less than 67 per cent of pork, provided that :—

(i) such sausages have been manufactured by a person duly licensed to sell such sausages by wholesale at a price not exceeding 1s. 7½d. per lb.;

(ii) that they have been received by the retailer enclosed in a band or bearing a label which bears the following words :—

"These sausages are warranted to contain not less than 67 per cent. of pork and may, under a licence of the Food Controller, be sold by retail at a price not exceeding 1s. 10d. per lb.;" and

(iii) that they are enclosed in such band or bear such label as aforesaid when exposed for sale by the retailer.

11th May.

National Service Order.

The Director-General of National Service has issued an Order directing that every reservist born in the years 1870 or 1871, who is in the Reserve (*a*) by virtue of the Military Service (No. 2) Act, 1918, or (*b*) by virtue of voluntary attestation, having been hitherto allowed to remain in the Reserve, shall report himself at such place and on such date as he may be required by a calling up notice to be served on him. Failure to comply with such notice is an offence under the Reserve Forces Act, 1882.

Notes appended to the Order shew that it is intended to call up the classes of men referred to above by individual notice for medical examination, and explain the procedure for application to tribunals.

Societies.

Lawyers and War Finance.

Among those who have promised to attend the War Savings Meeting of the legal profession on Monday next are :—

Lord Justice Duke, Lord Justice Bankes, Lord Justice Pickford, Lord Justice Warrington, Mr. Justice Sargant, Mr. Justice Astbury, Mr. Justice Younger, Mr. Justice Darling, Mr. Justice Lawrence, Mr. Justice Avory, Mr. Justice Rowlatt, Mr. Justice Hill.

The meeting will be held at 4.15 p.m. in the Middle Temple Hall, by kind permission of the Treasurer and Masters of the Bench.

The Belgian Lawyers' Relief Fund.

The following further donations are gratefully acknowledged :—

	£	s.	d.
Amount previously notified	951	13	9
Jesse Hind, Esq., (*second donation*)	2	2	0
J. M. Linton, Esq.	0	3	4
	£953	19	1

Further donations are very urgently needed, and may be sent to "The Joint Hon. Treasurers, Belgian Lawyers' Aid Committee," General Buildings, Aldwych, W.C. 2.

Union Society of London.

The twenty-third meeting of the Society was held in the Middle Temple Common Room, on Wednesday, 29th May, 1918. The subject for debate was :—"That this House considers that the treatment of Irish affairs during the past three and a half years will be a standing disgrace to the British nation." Opener, Mr. Stranger; opposer, Mr. Kingham. The motion was carried.

Unqualified Persons and Debt Collecting.

Before the Hanley justices, on the 7th May, G. Lowndes & Co., a firm of enquiry agents at Hanley, Staffs, were summoned at the instance of the Council of the Law Society, London, for pretending to be solicitors, contrary to the provisions of section 12 of the Solicitors Act, 1874. In November last G. Lowndes & Co. sent a debt collecting application to a Mrs. Cowley couched in the following terms :—"We beg to inform you that the account of 10s. 11d. due to [ ] has been placed in our hands for collection, and unless a reasonable instalment is paid forthwith we shall immediately take proceedings in the county court to enforce payment without further notice." In defence, the defendants (who stated they had only been in business a few months) pleaded ignorance of the law, and promised to destroy all similar circular letters, and intimated they were having a form of application drawn up by a solicitor which would conform to the law. In the circumstances the justices imposed a nominal fine of 10s. and costs.

Size of Official Papers.

The following letter appeared in the *Times* of Tuesday :—

SIR,—Some years ago the Society of Comparative Legislation directed attention to the inconvenience arising from the variation in the sizes of the paper used for printing the legal enactments passed in the different parts of the Empire. Then uniformity was a desideratum, now it is a necessity in the interests of economy of paper, binding materials, and transport. Some of the Crown Colonies have already made a reduction in the size during the last year or two, but is it not time that they all adopted one size? In many cases the large folio sheets contain only a few lines of print. The matter should not be left to the Government printers to take action according to their own particular ideas, but the authorities concerned with effecting economies in the use of paper might urge upon the Colonial Office and the Crown Agents for the Colonies the necessity for issuing directions as to the adoption of a uniform size and specifying what it should be. Presumably they would choose the octavo size of the enactments passed at Westminster.—Yours faithfully,

C. E. A. BEDWELL, Keeper of the Library.

Middle Temple Library, E.C., 25th May.

Companies.

The Solicitors' Law Stationery Society, Limited.

The twenty-fifth annual general meeting of the Solicitors' Law Stationery Society (Limited) was held at the head offices of the society, Mr. W. Arthur Sharpe in the chair.

The directors' report stated that the sales amounted to £77,833, against £67,442 in 1916, and the net profit to £5,243 1s. 10d., against £4,703 19s. in 1916, an increase of £539 2s. 10d.; that 136 of the staff were serving with the colours, and the allowances paid to dependants of men so serving during last year amounted to £1,211 4s. 7d.

The directors recommend a dividend at the rate of 8 per cent., a bonus to customers, and a distribution under the profit-sharing scheme amongst the staff in accordance with the articles of association, £1,500 be added to the reserve, and the balance of profit (£2,046) be carried forward.

The chairman, in moving the adoption of the report and accounts, referred to those of the staff who had fallen during the year in the war, and expressed deep sympathy with their relatives. In dealing with the accounts he referred to the large increase in turnover, much of which was probably due to the increases in the cost of material and labour rather than to increased work and the quantity of goods sold. He also referred to the purchase of the business of the Law Printing Co. (Limited), of Manchester, in November, and said there was every prospect of the purchase being a satisfactory one.

Mr. C. A. G. Hayward suggested that the amount paid in allowances to the dependants of those serving at the front should, after the war, be devoted to some purpose, educational or otherwise, for the benefit of the staff. Sir Alfred T. Davies endorsed this proposition, and mentioned that in the coming years there will be a great call for national development in the education of our young people; he thought a society such as this, whose roots are in the legal profession, might well set a good example in furthering the effort that was being made to this effect.

The report and accounts were adopted, the retiring directors, Mr. Alexander Crossman and Mr. Edward Francis Turner, were re-elected, and the meeting terminated with a vote of thanks to the chairman and staff.

Alliance Assurance Company.

Colonel Francis A. Lucas (deputy chairman) presided at the annual general court of the Alliance Assurance Company on Wednesday, which was held at the head office, Bartholomew-lane, E.C.

The Secretary (Mr. Sidney T. Smith) having read the notice convening the meeting and the auditors' certificate,

The Chairman, in moving the adoption of the report, expressed his regret at the absence of Mr. Charles Rothschild from illness. He said that three of the directors had been absent on war service during the year, viz., Lord Dalmeny, Lord Hartington and Major Ellis, the last of whom was severely wounded, but, he was glad to tell the meeting, had made a good recovery. The number of the staff who, in one capacity or another, had given their services to the country, reached a total of 556, and this was exclusive of a considerable number of youths engaged since the outbreak of war, who, of course, had to leave when they attained military age. Out of the total number of 556 no less than seventy-three had fallen, whilst a few more were missing or known to be prisoners. Naturally this had thrown increased work on those of the old staff who remained, and on the large number of women who had been engaged to help to carry on the work of the office. I should like also to mention that since the last meeting the following military distinctions had been gained by members of the staff:—The V.C. has been won by Captain Pollard, son of one of the company's old officials, and whose brother, unfortunately, lost his life some two years ago. Seven Military Crosses had also been won, and three Military Medals, including one French Military Medal. It would be remarked without surprise that the war continued to leave its impression on all departments of the business—in some cases in the direction of an increase of business, in others in the direction of a diminution. But whether the one or the other, its influence was always clearly discernible. The causes which had operated against expansion in the Life Department since the outbreak of war continued to do so, and it would be necessary to wait for the conclusion of peace for any marked change. There were, however, hopeful signs that the public was shewing an increased appreciation of the company's non-profit assurances, and also of its educational endowment assurances. The total of the claims attributable to the war amounted at the end of the year to £398,256 on Alliance account, and to £519,215 in all funds. The quinquennial valuation of the Provident Life Fund was made at the end of 1917. As the report shewed, the directors were unable, in consequence of the heavy depreciation in the value of securities, to make a bonus distribution. Coming to the Fire Account, the income for 1917, amounting to £1,516,104, shewed an increase exceeding that of the previous year by £146,946. This was derived from all fields of operation. It might be attributed largely to the increase in the value of commodities, and was the more remarkable because many of the articles of which the Government assumed control —and their number, as the meeting knew, was constantly increasing— were lost to the insurance market, owing to the practice followed by the Government of being its own insurer. Another contributing factor to the increase of income was that a large number of the policy-holders had followed the advice which he had ventured to give last year to revise their insurances, particularly on buildings. There was, however, still room for improvement here. It was hardly to be expected that the remarkable loss ratio in 1916 would be repeated in 1917, but he did not suppose that any of the shareholders would find any cause for complaint at the figures now reported, viz., £42 5s. 3d. per cent. of the premiums. Owing to the increased cost of reinstatement the amount of losses was higher, and some losses might be due to the pressure of work in the factories owing to war conditions. The shareholders would be pleased to know that the company did not suffer from the fire at Salonica, which involved large losses to some of the English companies. A slight reduction in the expense ratio would be noticed. This was partly due to the method of apportioning expenses over the

several departments, and though the total amount appearing in the several accounts under the headings of commission and expenses—with the exception of income tax and excess profits duty, which the Board could not control—was somewhat larger than in 1916, its ratio to the total income (exclusive of interest) was appreciably smaller. In these days of soaring prices he thought this fact shewed that the Board had endeavoured to be economical in conducting the company's affairs. While speaking of prices, he should like to draw the attention of the insuring public to the cheapness of fire insurance. The rates for fire insurance were one of the few items of what should be compulsory individual expenditure which remained practically unaffected by the war. It had been found desirable to put the Marine Department Account in a different form from that adopted in recent years. It was really a reversion to the old practice of the Alliance Marine Company when it was a separate business, and it was the practice generally adopted by marine companies. The Board would have preferred to continue the practice of dealing with the Marine Account in the same way as they dealt with the Fire Account, but they found it impossible to form reliable estimates of all the losses which might have occurred up to the end of the year. Sometimes they did not hear of them until months after they had occurred, and in the case of hull insurance, owing to the difficulties of repairs and other causes—aggravated at the present time by war conditions—it might be a long time before they could know at all accurately what the losses were likely to amount to. Therefore the accounts would be kept open for another year. They were carrying to Profit and Loss Account from the profits of the year prior to 1917 what they regarded as a very moderate and conservative amount, and they had every hope that a further substantial amount would be realised from the Marine Account at the close of the present year. The several Accident Accounts continued to yield satisfactory results. The restriction of petrol had resulted in some temporary falling off in the motor-car premiums. In the Employers' Liability section, the passing of the War Additions Act had brought some additional premiums, although it had not been thought necessary to make any alteration in the premiums for domestic servants. Attention had been given to the effect of the employment of disabled soldiers and sailors in industries. These men would, unfortunately, be more susceptible to accidents, and the effect of accidents upon them would no doubt be more serious than in the case of men not so disabled. It was thought, therefore, that unfavourable experience might cause the offices to raise their rates, and that this would militate against the employment of such disabled men. He was pleased to be able to state that, acting in a patriotic spirit, the Alliance and other leading offices were insuring these men without any extra premium, and without in any way discriminating against a risk where such men were employed. As the result of the company's trading, therefore, during 1917, they had carried to Profit and Loss Account a sum of £623,198, but there were two items on the other side of the account to which he must draw attention. They were for taxation, and they aggregated nearly a quarter of a million. They were in addition to the income tax upon the income from investments. They were heavy burdens, but must be regarded as the company's contribution to the cost of victory, and as such they must be borne with equanimity. The end of this year would be the close of the current quinquennial term, when all the securities would be revalued. The shareholders would no doubt have noticed in the daily Press many suggestions with regard to the reinvestment of all dividends on the British War Loan directly they were distributed. The recommendation was to reinvest them in War Bonds. The shareholders might like to know that, in addition to the company's contribution of five millions to the War Loan which was issued at the beginning of last year, it had been the practice of the directors to invest in War Bonds almost regularly week by week all surplus funds that became available, without waiting for any distribution of dividends. This, they felt sure, was the proper course to follow, as such funds became immediately available for Government expenditure, and if it were more generally followed the National Exchequer would benefit much more quickly than by waiting for the half-yearly distribution of dividends.

Mr. Charles Edward Barnett seconded the motion, which was unanimously approved.

The retiring directors and auditors having been reappointed, and the dividends as recommended by the directors approved, the proceedings terminated with a cordial vote of thanks to the chairman, directors and the staff.

Obituary.

Mr. G. C. Whiteley.

Mr. GEORGE CRISPE WHITELEY, who has died at his house, The Chestnuts, Dulwich Common, S.E., after an illness of four months, was born in 1845, and was educated at Mill Hill, Clapham Grammar School, and St. John's College, Cambridge, where he was President of the Union, and took his degree in 1868.

Called to the Bar at the Middle Temple in 1870, Mr. Whiteley, after practising for two years, was appointed deputy clerk of the peace for Surrey, and in the following year clerk to the justices of the Newington division, a post which he had held for forty-five years. At the General Election in 1885 he contested the Ashford division of Kent in the Liberal interest, and at the elections of 1886, 1892, and 1895 he was the Liberal candidate for Greenwich. For nearly fifty years he had taken a keen and active interest in the local government of Camberwell and South London, and had especially devoted himself to education, being for many years a member of the London School Board, a governor of Dulwich College, and an almoner of Christ's Hospital. He was a director of the National Provident Institution and the chairman of the Bournemouth Gas and Water Company.

Qui ante diem periit,
Sed miles, sed pro patria.

Second Lieutenant Dudley H. Heynes.

Second-Lieutenant DUDLEY HUGO HEYNES, R.F.A., killed on 16th May, was educated at Taunton School and matriculated at London University. Before the war he was in practice as a solicitor, having qualified with honours. He joined the Artists' Rifles O.T.C., was commissioned in December, 1916, and went to France in February, 1917. He was the son of the Rev. and Mrs. Hugo Heynes, Dunelm, Berkhamsted, and leaves a widow and two children, who live at Southsea. He was thirty-two years of age.

Legal News.

Changes in Partnerships.

Dissolutions.

THOS. W. BISCHOFF, PHILIP H. COXE, CHARLES S. M. BOMPAS, T. H. BISCHOFF, and J. ARTHUR P. P. THOMPSON, solicitors, 4, Great Winchester-street, London. Dec. 31, 1917. As from which date Charles Steele Murchison Bompas retired; the business will be continued by Thomas William Bischoff, Philip Henry Coxe, and Thomas Hume Bischoff in connection with Justus Arthur Poole Phelps Thompson, who has been admitted into the firm.

THOMAS WARD and AMOS BROOK HIRST, solicitors (Ward & Hirst), Huddersfield, and Clayton West, near Huddersfield, in the county of York. May 31. [*Gazette*, May 28.

General.

Mr. Edward Holroyd Bousfield, surveyor and auctioneer, has died in London at the age of eighty-five. He was in partnership with the late Mr. Edwin Fox, and subsequently with his son, under the style of Edwin Fox & Bousfield, for over half a century, and retired in 1909. Mr. Bousfield's firm was concerned in some of the largest transactions in properties in the City of London in the latter half of the last century, as also with the realization of the freehold shares in the New River Co. He was keenly interested in social questions, and as a young man was a teacher at the Dolphin-court (Spitalfields) Ragged School, to which he later added a refuge for young girls. For forty-five years he was a member of the board of managers of the London Orphan Asylum, and for some time chairman and treasurer.

Mr. George Mitchell Seabroke, of Rosemount, Rugby, solicitor, Deputy Lieutenant of the county of Warwick, and clerk to the Rugby justices, left estate of gross value £32,308.

Mr. Thomas Lambert Mears, of 1, St. Andrew's-place, Regent's Park, barrister, for many years reporter for the Law Reports in the Court of Admiralty and the Court of Appeal, left estate of gross value £5,987.

A portrait, in oils, of Sir Herbert Nield, K.C., M.P., Recorder of York, has been presented to the Tottenham District Council, having been publicly subscribed for as a recognition of Sir Herbert's services during many years' residence in the town before being called to the Bar.

The Right Hon. Sir Robert Romer, P.C., F.R.S., from 1899 to 1906 a Lord Justice of Appeal, and formerly one of the judges of the Chancery Division, of Queen's Gate-gardens, South Kensington, who died on 19th March, at Bath, aged seventy-seven, left property of the value of £59,263, net personalty £58,901.

A Reuter's message from Washington, dated 22nd May, says:—The United States, through the Spanish Embassy in Berlin, has suggested to Germany that a conference be held at Berne to discuss the treatment of prisoners of war held by the two nations. The State Department says that no reply has been received.

At the annual general meeting of the Surveyors' Institution, held on Monday, Mr. John Hubert Oakley, of Messrs. Daniel Smith, Oakley & Garrard, of Charles-street, St. James's, was elected president for the ensuing year in succession to Mr. A. L. Ryde. The institution completes its jubilee this year. Since its foundation in 1868 the membership has grown from 200 to 5,000.

Professor Sir Arthur Quiller-Couch, speaking at Cambridge on Monday, claimed the right of the nation to know "the truth, the whole truth, and nothing but the truth" about the war, and declared that the Press censorship had been wrong in principle and disastrous in practice. It was the whole people of Great Britain who accepted this war, who were waging it, and who were paying the price—the nation, and not a few thousand Ministers, Ministers' secretaries, and secretaries' clerks.

The full text of the Bulgarian Socialist Party's reply to the recent Inter-Allied Socialist Memorandum has, says a Reuter's message, been

received. This is the first official answer from enemy countries to the Memorandum. The Bulgarians accept the general proposals of the Allied Socialists and the majority of the territorial adjustments suggested. They maintain that for ethnographical reasons Macedonia should be united to Bulgaria, but it seems probable that they would agree to autonomy for Macedonia. The Bulgarians express the hope that the German Socialists will reply to the Inter-Allied Memorandum "in an equally moderate and conciliatory spirit."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Mr. Justice Eve.	Mr. Justice Sargant.	Mr. Justice Astbury.	Mr. Justice Younger.	Mr. Justice Peterson.
Monday June	3	Mr. Synge	Mr. Jolly	Mr. Farmer	Mr. Leach	
Tuesday	4	Bloxam	Synge	Jolly	Church	
Wednesday ..	5	Borrer	Bloxam	Synge	Farmer	
Thursday	6	Goldschmidt	Borrer	Bloxam	Jolly	
Friday	7	Leach	Goldschmidt	Borrer	Synge	
Saturday	8	Church	Leach	Goldschmidt	Bloxam	
Monday June	3	Mr. Church	Mr. Goldschmidt	Mr. Borrer	Mr. Bloxam	
Tuesday	4	Farmer	Leach	Goldschmidt	Borrer	
Wednesday ..	5	Jolly	Church	Leach	Goldschmidt	
Thursday	6	Synge	Farmer	Church	Leach	
Friday	7	Bloxam	Jolly	Farmer	Church	
Saturday	8	Borrer	Synge	Jolly	Farmer	

Winding-up Notices.

London Gazette.—FRIDAY, May 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EUROPEAN AGENCY, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 18, to send their names and addresses, and particulars of their debts or claims, to George Ernest Sendell, 36, Walbrook, liquidator.

NICOLAI MANUFACTURES & SUPPLIES, LTD.—Creditors are required, on or before May 31, to send their names, addresses and the particulars of their debts or claims, to Nevill Strange, 20 Old Deer Park gdns, Richmond, liquidator.

WELLESLEY, LTD.—Creditors are required, on or before June 17, to send their names, and addresses, and the particulars of their debts or claims, to Charles George Morgan, 107, Cannon st, liquidator.

London Gazette.—TUESDAY, May 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

J. B. NOCK & SON, LTD.—Creditors are required, on or before May 31, to send their names and addresses, and particulars of their debts or claims, to Christopher Ernest Cowsey, 55, Temple row, Birmingham, liquidator.

ACCRINGTON HIPPODROME, LTD.—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts or claims, to Ernest Crossley, 55, Cross st, Manchester, liquidator.

DAWSON STEAMSHIP CO, LTD.—Creditors are required, on or before June 10, to send their names and addresses, and particulars of their debts or claims, to John Wesley Brown, Mercantile chmbrs, Quayside, Newcastle on Tyne, liquidator.

TRECHMANN STEAM SHIP CO, LTD.—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to Mr. Albert Frederick Trechmann, Central Bldgs, Church st West Hartlepool, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, May 17.

Provincial Attractions, Ltd.
Pittlewood, Rayner & Co, Ltd.
Brighton-Shoreham Aerodrome, Ltd.
BA. E. Wood, Ltd.
Richards Thread Milling Machine Co, Ltd.
Meadow Lane Land Society, Ltd.
Clareton School (Harrogate), Ltd.
"Eleanor" Steamship Co, Ltd.
J. & R. Corker, Ltd.

London Gazette.—TUESDAY, May 21.

Scarborough, Clifton Street, Aerated Water Co, Ltd.
Electrician Printing & Publishing Co, Ltd.
Royton Libera Club Co, Ltd.
Ellison Electric Traction Co, Ltd.
Accrington Hippodrome Ltd.
Dawson S. S Co, Ltd.
Trechmann Steamship Co, Ltd.

Enemy Businesses.

London Gazette.—TUESDAY, May 21.

BURCHARD & Co.—Creditors are required, on or before July 1, to send, by prepaid post, full particulars of their debts or claims, to John Kelday Garioch, 16, King st, controller,

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 17.

ALLON, WILLIAM, Kingston upon Hull May 31 Jacobs, Dixon & Sons, Hull
AMSTEL, ARTHUR EDWARD, Putney, Corn Merchant June 20 Neve, Beck & Kirby, 21, Lime st
AUSTIN, Lt-Col ALFRED, Cheltenham July 1 Tilehurst, Mellquham & Wyatt, Cheltenham
BEDFORD, ALICE, Holbeach June 29 Willders & Son, Holbeach
BEDFORD, THOMAS, Fleet, Lincs, Farmer June 29 Willders & Son, Holbeach
BENNETT, WILLIAM, Marple Bridge, Derby, Farmer June 1 A Walker, Spring Bank, New Mills
BLAKEMORE, JOHN EDWARD, Wolverhampton June 15 Hayward & Co, Wolverhampton
BOND, RICHARD, Devonport June 24 J A Pearce, Devonport
BRIDGE, HENRY NUTTALL, Bolton, Physician June 14 Winder & Holden, Bolton
CHRISTIAN, HAROLD, Tetcott, Devon June 14 Rickerby & Co, Cheltenham
COLE, MARY ANN, Holbeach June 29 Willders & Son, Holbeach
COLMAN, TIMOTHY, East Harling, Norfolk, Farmer July 1 W H Tillett & Co Norwich
COTTON, THOMAS BOND, Hanley, Earthenware Manufacturer June 19 Warner & Bewick, Hanley
DAVIS ARTHUR GEORGE, Tottenham, Licensed Victualler June 24 Windsor & Brown, Tottenham
EDWARDS, THEOPHILUS, Altrincham June 17 Hockin, Beckton & Hockin, Manchester
ESSEX THOMAS WILLIAM, Sutton Coldfield June 15 J Hargreave, Birmingham
FOST, RICHARD, Burton on Trent July 8 Capron & Co, Savile pl
FRIAR, JOHN EDMUND ACHILLE, Brighton June 19 Sanderson, Tiffen & Henderson, Berwick upon Tweed
FROGGATT, ABNER, Rowarth, New Mills, Derby, Farmer June 1 A Walker, New Mills
FROHOCK, THOMAS, Cambridge, Potato Merchant June 14 George A Wootten, Cambridge
GOTT, MATTHEW, Holbeach June 29 Willders & Son, Holbeach
GRIFFITHS, CATHERINE MARY, Burlington rd, Bayswater June 14 Hopgood, Mills & Somerville, 11, New sq
HARDIE, WILLIAM, Collercoats, Northumberland, Gas Works Manager June 15 Maughan & Hall, Newcastle upon Tyne
HEMSLEY, WILLIAM THOMPSON, Clapham Common July 15 Birt & Son, Town Hall chmbrs, Southwark
HINTON, FRANCES JANE, Chadwick rd, Peckham June 28 Henry N Philcox, 7, Trinity st, Southwark
HORRIDGE, ROBERT, Bolton June 24 Fullagar, Hulton, Bailey & Co, Bolton
JEROME, PETER, Barnes, Solicitor June 24 J B Gates, 106, Camberwell grove
KELLY, MARY THERESA, Jesmond, Newcastle upon Tyne June 14 Mather & Dickinson, Newcastle upon Tyne
KILLICK, WILLIAM, Plumstead June 24 Hughes, Narborough & Thomas, Woolwich
KNOWLES, JANE, West Norwood June 30 Durrant Cooper & Hambling, 70-71, Gracechurch st
LAING, HENRY, Southport July 1 Mawdsley & Hadfield, Southport
LEMEL, JAMES, Willesden, Hat Manufacturer July 15 Fred J East, 127, Moorgate Station chmbrs
LOWSON, JAMES COWNIE, Baker st, Lloyds sq June 17 Rawle, Johnstone & Co, 1, Bedford row
MALING, FRANCES ROSINA LAWSON, Twizell, Belford, Northumberland June 19 Sanderson, Tiffen & Henderson, Berwick upon Tweed
MARSTON, JOHN, Wolverhampton June 30 Marston & Robinson, 30, Essex st
MASHITER, HELEN, Hurstpierpoint, Sussex July 1 Ramsden & Co, 85, Gracechurch st
MATHEW-LANNOWE, Major-General BROWNLOW HOARE, Reading July 16 Harrison, Pollock & Harrison, Sicilian av, Bloomsbury sq
NICHOLSON, EDWARD FRANCIS DALE, Thelwall Hall, Chester June 20 Josh Longland, Warrington
PARKER, ANNIE, Boston, Lincs May 31 Marris, Rice & Waite, Boston
PATTRICK, FRANCIS GEORGE, Tunbridge Wells June 1 Alfred Howard, 10, Clifford's inn
RILEY, WILLIAM, Huddersfield June 30 F Leonard, Huddersfield